

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, AUGUST 7, 2012 - 7:00 P.M.
MUNICIPAL COURTROOM – 305 MONROE STREET**

WELCOME AND CALL TO ORDER Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The invocation was led by Alderman Greer followed by the pledge of allegiance to the flag led by Alderman Barnett.

ROLL CALL City Clerk, Russell Wall

Present: Jehu Brabham – Alderman-at-Large
 Tony Hisaw – Alderman Ward 1
 Tony Greer – Alderman Ward 2
 William O Barnett – Alderman Ward 3
 Kathy Peace – Alderwoman Ward 4
 Mike Morgan – Alderman Ward 5
 Mike Cashion – Alderman Ward 6

APPROVAL OF CONSENT AGENDA ITEMS A - AA

MOTION made by Alderman Cashion and **SECONDED** by Alderwoman Peace to approve the Consent Agenda Items A-AA. **MOTION CARRIED UNANIMOUSLY**

RENOVATION/CONSTRUCTION – 205 WEST LEAKE STREET – LULA’S CAFE

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Brabham and **SECONDED** by Alderwoman Peace the board voted to table this item and to set up a work as soon as possible to discuss this item in more detail. **MOTION CARRIED UNANIMOUSLY**

RENOVATION – 506 CAPITOL STREET – TIM MCCARTNEY

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Morgan and **SECONDED** by Alderman Cashion the board approved the request by Tim McCartney to renovate the building located at 506 Capitol Street located in the City of Clinton, Mississippi. The Historical Preservation Committee, the Architectural Review Committee, and the Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

DIMENSIONAL VARIANCE – 409 EAST COLLEGE STREET – TIM MCCARTNEY

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Morgan the board approved the request by Tim McCartney for a dimensional variance of six (6) feet on the west side of 409 East College (Parcel No. 2860-964), and said feet to be conveyed to the owner of 407 East College (Parcel No. 2860-963). In support of this motion a findings of fact is attached and made a part of these minutes. The Historical Preservation Committee and the Architectural Review Committee recommended approval, and the Planning and Zoning Commission recommended denial of this request. **MOTION CARRIED UNANIMOUSLY**

RENOVATION – 221 CLINTON BOULEVARD – BENDI, THIND & BENDI, LLC

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Morgan and **SECONDED** by Alderwoman Peace the board approved the request by Bendi, Thind & Bendi, LLC for the conversion of a full service gas station to a convenience store located at 221 Clinton Boulevard in the City of Clinton, Mississippi. The Historical Preservation Committee, the Architectural Review Committee, and the Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

RENOVATION – 406 SPRINGRIDGE ROAD – TRACTOR SUPPLY CO.

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Morgan the board approved the request by Tractor Supply Co. to renovate into a retail store the building located at 406 Springridge Road in the City of Clinton, Mississippi. The Historical Preservation Committee, the Architectural Review Committee, and the Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

UNKEMPT PROPERTY LOCATED AT 1003 BRIARWOOD DRIVE

Upon presentation by Angie Gelston, Compliance Officer, **MOTION** made by Alderman Barnett and **SECONDED** by Alderman Brabham the board approved a resolution determining the necessity for cleaning the property located at 1003 Briarwood Drive, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972, as amended and other applicable statutes and ordinances. A public hearing was held and neither the owner nor anyone representing the owner of the property was present. No one from the public made any comments. The resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

UNKEMPT PROPERTY LOCATED AT 318 W HIGHWAY 80

Upon presentation by Angie Gelston, Compliance Officer, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham the board approved a resolution determining the necessity for cleaning the property and to demolish the building located at 318 W Highway 80, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972, as amended and other applicable statutes and ordinances. A public hearing was held and neither the owner nor anyone representing the owner of the property was present. No one from the public made any comments. The resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

APPROVE A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI APPROVING THE REDEMPTION AND PAYMENT IN FULL OF THE OUTSTANDING CITY OF CLINTON, MISSISSIPPI SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 1995

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Morgan the board approved the resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi approving the redemption and payment in full of the outstanding City of Clinton, Mississippi Sewer System Revenue Refunding Bonds, Series 1995. The resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF AN INITIAL RESOLUTION GRANTING EXEMPTION FOR AD VALOREM TAXES TO LOCKHEED MARTIN SERVICES, INC. FOR FIVE YEARS WITH A TRUE VALUE OF \$2,222,993 FROM JANUARY 1, 2013 THROUGH DECEMBER 31, 2017

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brabham the board approved the initial resolution granting exemption for ad valorem taxes to Lockheed Martin Services, Inc. for five years with a true value of \$2,222,993 from January 1, 2013 through December 31, 2017. **MOTION CARRIED UNANIMOUSLY**

APPROVE THE LEASE/PURCHASE PROPOSAL SUBMITTED BY BANCORP SOUTH, AS BEING THE LOWEST AND BEST BID FOR FIVE (5) POLICE DEPARTMENT VEHICLES

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Barnett the board approved the lease/purchase proposal submitted by Bancorp South, as being the lowest and best bid for five (5) Police Department vehicles. **MOTION CARRIED UNANIMOUSLY**

REQUEST ACCEPTANCE OF THE PROPOSAL SUBMITTED BY BANKPLUS, TO SERVE AS PRIMARY DEPOSITORY FOR THE CITY OF CLINTON FOR THE NEXT TWO (2) FISCAL YEARS BEGINNING OCTOBER 1, 2012 AND ENDING SEPTEMBER 30, 2014

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Brabham and **SECONDED** by Alderwoman Peace the board accepted the proposal submitted by BankPlus, to serve as primary depository for the City of Clinton for the next two (2) fiscal years beginning October 1, 2012 and ending September 30, 2014. **MOTION CARRIED UNANIMOUSLY**

APPROVAL TO DECLARE A 1993 E-ONE PUMPER (VIN# 4ENAAAA8XP1002323) AS SURPLUS PROPERTY AND TO BE SOLD FOR THE AMOUNT OF \$15,000.00 TO THE CITY OF BYRAM

Upon presentation by Barry Burnside, Fire Chief, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Cashion the board declared a 1993 E-One Pumper (VIN# 4ENAAAA8XP1002323) as surplus property and authorized it to be sold for the amount of \$15,000.00 to the City of Byram. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF CONSULTANT SELECTION FOR THE HAMPSTEAD BOULEVARD PROJECT

Upon presentation by Mike Parker, Director of Public Works, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Hisaw the board approved the hiring of Williford, Gearhart & Knight Engineers as a consultant for the Hampstead Boulevard Project. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF A LANDSCAPING AND LIGHTING AGREEMENT BETWEEN THE CITY OF CLINTON, MISSISSIPPI AND THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Upon presentation by Mike Parker, Director of Public Works, **MOTION** made by Alderman Barnett and **SECONDED** by Alderman Brabham the board approved the Landscaping and Lighting Agreement between the City of Clinton, Mississippi and the Mississippi Department of Transportation related to the I-20 Springridge Road exit. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF FINAL PLAT FOR OAK MEADOWS PART III B CONTINGENT UPON RECEIVING A LETTER OF CREDIT

Upon presentation by Bill Owen, Consulting Engineer, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brabham the board approved the final plat for Oak Meadows Part III B contingent upon receiving a Letter of Credit. **MOTION CARRIED UNANIMOUSLY**

APPROVE A CONTRACT BETWEEN THE CITY OF CLINTON, MISSISSIPPI AND MISSISSIPPI COLLEGE FOR THE SALE OF THE TOWN SQUARE PARCEL

Upon presentation by Ken Dreher, City Attorney, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Hisaw the board approved the contract between the City of Clinton, Mississippi and Mississippi College for the sale of the Town Square Parcel. **MOTION CARRIED UNANIMOUSLY**

APPROVE A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI DECLARING THE NECESSITY OF PROPOSED IMPROVEMENTS, BEING A PUBLIC STREET, THE COST OF WHICH IS TO BE ASSESSED AGAINST THE PROPERTY BENEFITED, DESCRIBING THE NATURE AND EXTENT OF THE WORK, THE GENERAL CHARACTER OF THE MATERIALS TO BE USED, THE LOCATION AND THE GENERAL POINTS OF SAID PUBLIC STREET, AND DEFINING THE AREAS IN WHICH SUCH IMPROVEMENTS ARE TO BE MADE, PROVIDING FOR THE PUBLICATION OF THIS RESOLUTION AND FIXING A DATE FOR THE HEARING OF OBJECTIONS OR REMONSTRANCE'S, AND FOR RELATED PURPOSES OF THE HAMPSTEAD BOULEVARD PROJECT

Upon presentation by Ken Dreher, City Attorney, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham the board approved a resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi declaring the necessity of proposed improvements, being a public street, the cost of which is to be assessed against the property benefited, describing the nature and extent of the work, the general character of the materials to be used, the location and the general points of said public street, and defining the areas in which such improvements are to be made, providing for the publication of this resolution and fixing a date for the hearing of objections or remonstrance's, and for related purposes of the Hampstead Boulevard Project. **MOTION CARRIED UNANIMOUSLY**

SET A PUBLIC HEARING ON AUGUST 28, 2012 AT 6:30 PM IN THE MUNICIPAL COURTROOM IN THE CITY OF CLINTON, MISSISSIPPI TO DISCUSS CHANGES TO THE CITY'S ZONING MAP

Upon presentation by Rosemary Aultman, Mayor, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Greer the board approved setting a public hearing on August 28, 2012 at 6:30 pm in the Municipal Courtroom in the City of Clinton, Mississippi to discuss changes to the City's Zoning Map. **MOTION CARRIED UNANIMOUSLY**

APPROVE THE BID FROM COLEMAN HAMMONS CONSTRUCTION FOR \$1,478,000, AS BEING THE LOWEST AND BEST BID, FOR THE CONSTRUCTION OF FIRE STATION #2, AND FURTHERMORE APPROVING AN ADDITIONAL \$151,305 FOR ARCHITECT AND INSPECTION FEES FOR THIS CONSTRUCTION

Upon presentation by Rosemary Aultman, Mayor, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Greer the board approved the bid from Coleman Hammons Construction for \$1,478,000, as being the lowest and best bid, for the construction of Fire Station #2, and furthermore approving an additional \$151,305 for architect and inspection fees for this construction. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:50 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderwoman Peace to adjourn until the next regular meeting of the Mayor and Board of Aldermen to be held August 21, 2012 at 7:00 p.m. **MOTION CARRIED UNANIMOUSLY**

APPROVED: Rosemary G. Aultman
Rosemary G. Aultman, Mayor

8-9-12
Date

ATTEST: Russell L. Wall
Russell L. Wall, City Clerk

8-9-12
Date



City of Clinton
Mississippi
Community Development
P.O. Box 156 Clinton, Mississippi 39060

July 17, 2012

Mr. Dean Farrar
165 Reunion Blvd.
Madison, MS 39110

Mr. Farrar,

I am in receipt of the proposed renovation to the Lula's Café located at 205 West Leake Street. At this time I have you on schedule to appear before the Planning and Zoning Commission on July 24th, 2012 at 6:30 pm and the Mayor and Board of Aldermen on August 7th, 2012 at 7:00 pm. Both meetings will be held in the Municipal Courtroom located at 305 Monroe Street, Clinton, MS 39056. Please make a note of the time and dates of these meetings as you or a representative must be present.

Should have any further questions, please give me a call at 601-924-2256.

Sincerely,



Jerry "J.B." Bounds
Director, Community Development

SECOND FLOOR
SCALE 1/4"=1'-0"

SITE PLAN REVIEW CHECKLIST PAGE 2

Other

Construction Type _____
 Architectural Stamp _____
 Fire Lane _____
 Grease Trap (500 Gal Min) _____
 Erosion Control _____
 Retention Plan _____
 Sprinkled _____
 Dumpster Location _____
 Back Flow: Make _____
 Model _____
 Storm Water Calculation _____

Board Approval

OTC Review	Approved	_____
Architectural Review	Approved	_____
Site Plan Review	Approved	_____
Planning & Zoning	Approved	_____
Mayor & Board of Alderman	Approved	_____

Dept.

Representative Signature

Public Works	<u>[Signature]</u>
Engineering	<u>[Signature]</u>
Zoning Administrator	<u>[Signature]</u>
Utilities Manager	<u>[Signature]</u>
Fire Department	<u>[Signature]</u> RTH
Building Inspector	<u>[Signature]</u>

DATE 7-18-12

Notes

Verify Water Main on W. Leake ST
for Sprinkler tap.

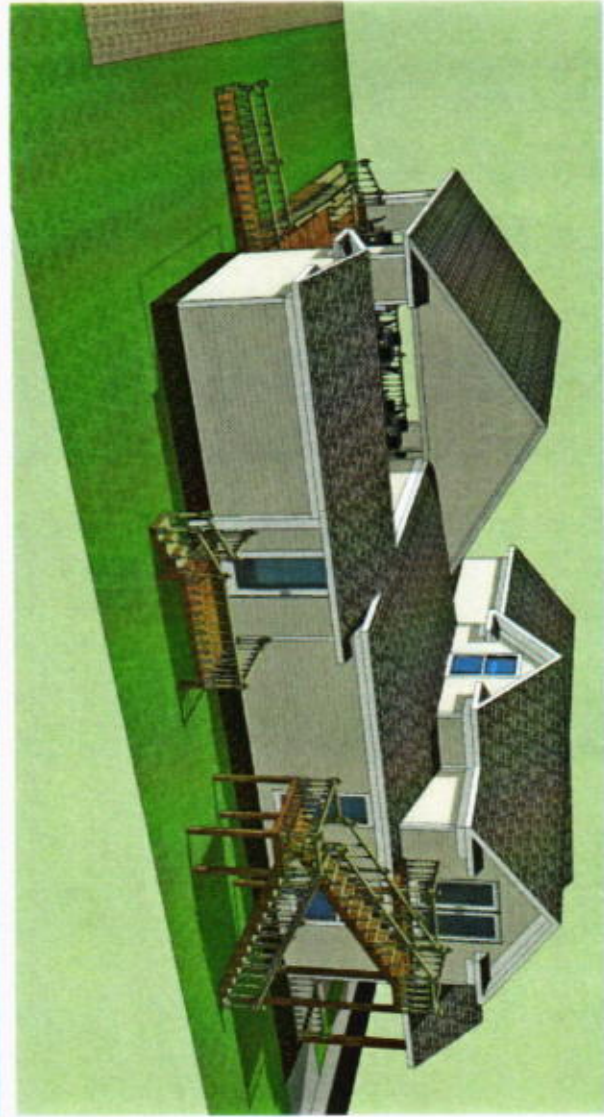
Outdoor eating area must be
sprinkled. With ~~fire~~ ^{sprinkler} system. ^{system}
dimensions

Add ~~dimensions~~ on drawings.

~~Back~~ Back flow preventer on
fire system.

Sprinkler system must be
monitored through alarm system.

Min 500 gal Grease trap.





PLANNING & ZONING COMMISSION

Clinton, Mississippi

Tuesday, July 24, 2012

6:30 p.m.

Municipal Courtroom

305 Monroe Street

Agenda

I. Call To Order

II. Consideration and Approval of June 26, 2012 Minutes.

III. New Considerations:

- A. Renovation – 100 East College Street, First Baptist Church
- B. Renovation/Construction – 205 West Leake Street, Mr. Dean Farrar.
- C. Renovation – 506 Capitol Street, Mr. Tim McCartney.
- D. Dimensional Variance – 409 East College Street, Mr. Tim McCartney.
- E. Renovation – 221 Clinton Blvd., Gelston's Chevron.
- F. Renovation – 406 Springridge Road, Tractor Supply Co.
- G. Rezoning – Pinehaven Road, Keith-Walker, LLC

IV. Other Business

V. Next Meeting

The next meeting will be held on Tuesday, August 28, 2012, beginning at 6:30 p.m.

VI. Adjournment

PLANNING & ZONING COMMISSION

Clinton, Mississippi

Tuesday, July 24, 2012

6:30 p.m.

Municipal Courtroom

305 Monroe Street

Meeting Minutes

Members Present: Jim Martin, Pat Smith, Bettye King, David Ellis, & Mark Williams.

City Officials: Jerry Bounds & Kenneth Dreher

Minutes taken by: Lauren Pennington.

1. Call To Order

Jim Martin called the meeting to order at 6:30 p.m.

II. Consideration and Approval of June 26, 2012 minutes;

MOTION by Bettye King to approve the minutes of the June 26, 2012 minutes. SECOND by David Ellis. UNANIMOUSLY approved.

III. New Considerations:

A. Renovation – 100 E. College Street, First Baptist Church.

Jerry Bounds asked that this item be discussed later in the meeting as no representative for the church was at the meeting yet.

B. Renovation/Construction – 205 W. Leake Street, Lula's Café, Mr. Dean Farrar.

Jerry Bounds introduced the item to the committee, discussed the changes to be made to the building and stated that it has been reviewed by the Site Plan committee and approved by Historical Preservation and Architectural Review.

Jim Martin asked if these changes had been approved a few months ago.

Jerry Bounds stated that those changes were not followed through with.

A Public Hearing was held. NO comments made.

MOTION by David Ellis to approve the renovation/construction at 205 W. Leake Street. SECOND by Mark Williams. UNANIMOUSLY approved.

C. Renovation – 506 Capitol Street, Mr. Tim McCartney

Jerry Bounds introduced the item to the committee and showed them the plan with Mr. McCartney explaining what would be changed on the house.

Jim Martin asked if the tree in front of the house would stay.

Mr. McCartney said it would.

Jerry Bounds showed the committee the house colors and stated that they have been approved by Historical Preservation and Architectural Review.

A Public Hearing was held. NO comments made.

MOTION by Bettye King to approved the renovation at 506 Capitol Street.
SECOND by Pat Smith. UNANIMOUSLY approved.

D. Dimensional Variance – 409 E. College Street, Mr. Tim McCartney.

Jerry Bounds introduced the item to the committee stating that Mr. McCartney wants to give 5 ft. of property to his neighbor.

Mr. McCartney stated that right now the property line is right on the east side of Mr. Henderson's house and this is being done to give them both 5ft. on each side.

David Ellis stated he had looked at the ordinance concerning this matter and wanted to make sure that he understood the situation clearly. Asked if this would mean his lot would be 55ft. if this was granted.

Mr. McCartney stated it would be.

David Ellis stated that his concern is that according the ordinance, in Olde Towne, the minimum lot width is 80 ft. Right now this lot is non-conforming and a variance cannot be granted that would create a non-conformity. Suggests that an easement be granted instead of requesting a dimensional variance.

Jim Martin agreed with David Ellis and stated that he had trouble seeing how this was a dimensional variance.

Mr. McCartney stated that many other lots in the area are even smaller than his.

David Ellis stated that an existing non-conformity cannot be used to justify the creation of one.

Mark Williams stated that he has the same concerns as David Ellis. Suggests granting an easement as well.

A Public Hearing was held. NO comments made.

MOTION by David Ellis to deny the dimensional variance request at 409 E. College Street because it does not meet the requirements for granting a dimensional variance.
SECOND by Mark Williams. UNANIMOUSLY denied.

E. Renovation – 221 Clinton Blvd., Bendi, Thind & Bendi, LLC.

Jerry Bounds introduced the item to the committee stating that this will become a convenience store and has been approved, with requirements, by Historical Preservation and Architectural Review.

Jim Martin asked if there would be any demolition.

Larry Waggner stated there would be very little demolition, the main body of the building will remain.

David Ellis asked if there was a grease pit of any kind.

Mr. Waggner stated there is one but it hasn't been used in years.

A Public Hearing was held. NO comments made.

MOTION by David Ellis to approve, with the requirements by Historical Preservation and Architectural Review, the renovation at 221 Clinton Blvd.
SECOND by Bettye King. UNANIMOUSLY approved.

F. Renovation – 406 Springridge Road, Tractor Supply Co.

Jerry Bounds introduced the item to the committee, stating that it will now be on the south side of the old Kroger building and showed the committee the color rendering.

David Ellis asked if the trailers would be going inside the fence area.

Glen Oxford, representing TSC, stated that the trailers would be outside the fence area. The fence area will hold bulk items that cannot go in the store.

Jim Martin asked if the fence area would be the same size as the building to be demolished.

Mr. Oxford said it would be deeper than the current building and showed the committee an example of the fence that will be built.

David Ellis asked if the entire building will be painted.

Mr. Oxford stated he did not know.

Bill Burch, representing TSC, stated that if his budget will allow they will paint the whole building.

David Ellis asked if they would be fixing the parking lot.

Mr. Burch stated that typically in any lease they sign they have requirements for the parking lot to be repaired if needed.

Pat Smith asked what type of businesses follow TSC.

Mr. Burch stated that it varies from location to location.

David Ellis asked about the number of employees.

Mr. Burch stated there would be 20-25 and 6-8 of those being full time.

David Ellis asked if they would have plants as well.

Mr. Burch stated that plants would be a seasonal item.

Jim Martin stated that the outside storage area is a great improvement over what was initially presented to the committee. Asked if the trailers could be put in the fenced area as well.

Mr. Oxford stated that it would be difficult for the trailers to be maneuvered in a confined space like the fence.

David Ellis asked which store front would be used.

Mr. Burch stated the arched front would be used.

Jerry Bounds asked if they would have a dumpster area.

Mr. Oxford stated they would.

Jerry Bounds stated that the dumpster area would have to be discussed before a permit could be issued.

A Public Hearing was held.

Mr. McCartney asked about the signage.

Mr. Oxford explained the signage agreement.

Jerry Bounds stated they would have to comply with the sign ordinance.

MOTION by Bettye King to approve the renovation at 406 Springridge Road.
SECOND by Pat Smith. UNANIMOUSLY approved.

G. Proposed Subdivision – Pinehaven Road, Keith-Walker, LLC

Jerry Bounds asked that this item be removed from agenda.

H. Renovation – 100 E. College Street, First Baptist Church.

Item removed from agenda as no representative was present.

MOTION by David Ellis to adjourn. SECOND by Mark Williams.

IV. The Meeting was adjourned at 7:15 p.m.

Historical Preservation Commission

&

Architectural Review

Clinton, Mississippi

July 18, 2012

5:00 p.m.

City Hall

Minutes Taken By: Lauren Pennington, Assistant

Commission Members Present: Tara Lytal, George Ewing, Bettye King, Debbe Tillman, and Brian Hudson

City Official: Jerry Bounds

The meeting began at 5:00 p.m.

I. Agenda Items:

A. Renovation to Activities Building – First Baptist Church.

Jerry Bounds introduced the item stating that FBC has decided to put hardy board on the outside of the building and showed the committee the hardy board sample and also stated that the interior of the building has already been reviewed.

Mr. John Fountain, representative for FBC, stated that they will also be replacing the lights on the outside of the building as well as all the gutters and downspouts.

MOTION by Bettye King to approve this item as presented.

SECOND by George Ewing. **UNANIMOUS** approval.

B. Dimensional Variance - 409 E. College Street, Mr. Tim McCartney.

Jerry Bounds introduced the item to the committee stated that the property line is being moved between 407 E. College Street and 409 E. College Street to give both properties the needed 5 foot side setback.

MOTION by Bettye King to approved this item as presented.

SECOND by Brian Hudson. **UNANIMOUS** approval.

C. Renovation – 506 Capitol Street, Mr. Tim McCartney.

Jerry Bounds introduced the item to the committee, showed the color board and plan.

Mr. Tim McCartney discussed his color plan with the committee.

Jerry Bounds asked if there would be any changes to the interior of the building.

Mr. McCartney stated there would be no changes to the interior of the house.

Debbe Tillman asked if they would be keeping the blue door.

Mr. McCartney stated that it will be painted blue, it is white now.

MOTION by George Ewing to approve this item as presented.

SECOND by Bettye King. UNANIMOUS approval.

D. Renovation – 221 Clinton Blvd., Gelston's Chevron.

Jerry Bounds introduced the item and showed the committee the color rendering and samples provided.

Debbe Tillman asked if it would be a convenience store now.

Jerry Bounds stated it would be and that it has been sold.

Debbe Tillman asked if there would be any service bays.

Jerry Bounds stated there would not be.

George Ewing stated that the shrubs currently there need to be removed but other landscaping needed to be provided.

Tara Lytal asked if they would be leaving the fence up.

Jerry Bounds stated he did not think so as there is not one in the rendering.

Tara Lytal stated she would like to see the columns bricked.

Bettye King stated any landscaping would affect traffic visibility.

Tara Lytal agreed stating that anything planted would have to be low. Asked if they would have to have a monument sign since that is what the store has now.

Jerry Bounds stated they would have to comply with the sign ordinance.

Tara Lytal asked if they would be resurfacing the parking lot.

Jerry Bounds stated he did not know.

George Ewing asked if they would have handicap access.

Jerry Bounds stated they would have to.

Required Changes;

1. Brick columns at canopy all the way up.
2. Recessed canopy lights.
3. Submit landscape plan.

MOTION by Tara Lytal to approve this item with the required changes.
SECOND by Debbe Tillman. UNANIMOUS approval.

E. Construction/Renovation – 205 W. Leake Street, Lula's Café.

Jerry Bounds introduced the item showing the changes to the building including a fire escape, additional cooking area and outdoor pavilion. Stated they would have to add a grease trap and will have to sprinkle the building and outdoor pavilion.

Tara Lytal asked why the outdoor pavilion would have to be sprinkled if it is not enclosed.

Jerry Bounds stated it is in accordance with the Fire Code and that they also have to have a fire monitoring system.

George Ewing asked if they would have a fire hood in the cooking area now.

Jerry Bounds stated they will be adding a fire hood and a cooler.

MOTION by Brian Hudson to approved this item as presented.
SENCOND by Bettye King. UNANIMOUS approval.

F. Renovation – 406 Springridge Road, Tractor Supply Co.

Jerry Bounds introduced the item to the committee and showed a proposed plan for the old Kroger building.

Bettye King asked what the color of the lettering on the sign would be.

Jerry Bounds stated he believed it would be black and stated that TSC would be removing part of the building the rug store is in and they will store their outdoor merchandise there. The area will have rod iron fencing with brick columns and would not be in plain sight.

Tara Lytal asked if they are only using 1/3rd of the building.

Jerry Bounds stated they are using 20,000 sq. ft. and stated that our ordinance reads only 1/3rd of the sidewalk can be used to display merchandise.

George Ewing asked if there was handicap access into the store.

Jerry Bounds stated there is.

George Ewing asked if it meets code.

Jerry Bounds stated it has too.

Tara Lytal stated there is not much of the original store being changed.

Jerry Bounds stated they are not changing much of the building at all.

Tara Lytal asked if Kroger had any plans to update the building itself.

Jerry Bounds stated that Kroger's only plan right now is to replace the roof.

MOTION by Bettye King to approve this item as presented.

SECOND by George Ewing. UNANIMOUS approval.

MOTION by Tara Lytal to adjourn.

SECOND by Bettye King.

II. The meeting ended at 6:00 p.m.

City of Clinton
Mississippi
Community Development
P.O. Box 156 Clinton, Mississippi 39060

July 17, 2012

Mr. Tim McCartney
P.O. Box 525
Clinton, MS 39060

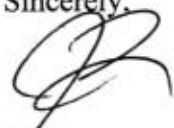
Mr. McCartney,

I am in receipt of the Dimensional Variance and Application for Certificate of Appropriateness for 409 East College Street to have the property line with 407 East College Street moved in order to give both properties the proper setback needed and the proposed renovations to 506 Capitol Street.

At this time I have you on schedule to appear before the Planning and Zoning Commission on July 24th, 2012 at 6:30 pm and the Mayor and Board of Aldermen on August 7th, 2012 at 7:00 pm. Both meetings will be held in the Municipal Courtroom located at 305 Monroe Street, Clinton, MS 39056. Please make a note of the time and dates of these meetings as you or a representative must be present.

Should have any further questions, please give me a call at 601-924-2256.

Sincerely,



Jerry "J.B." Bounds
Director, Community Development

**APPLICATION FOR CERTIFICATE OF APPROPRIATENESS
AND
CONDITIONAL USE PERMIT**

APPLICANT NAME: Tim McLartney
APPLICANT ADDRESS: PO Box 525, Clinton
TELEPHONE NUMBER: 601-940-16745

LOCATION OF PROPOSED USE: 506 Capitol Street, Clinton

PROPOSED LAND USE: Residential
ZONING DISTRICT WHERE LOCATED: CLINTON OLDE TOWNE DISTRICT (OTC)

In accordance with Section 1606 of the Zoning Ordinance of the City of Clinton, any "action" as defined under Section 1600 of said ordinance shall require issuance of a **Certificate of Appropriateness**.
Section 1605 requires preparation and submission of a site plan for all proposed "actions" in the Olde Towne Clinton District.

CONDITIONAL USE PERMITS IN THE OLDE TOWNE CLINTON (OTC) DISTRICT:

Section 1602 of the Zoning Ordinance of the City of Clinton requires that any applicant who proposes to locate any of the following uses in the Olde Towne Clinton (OTC) District to submit an application for a **Conditional Use Permit**: any facility or utility proposed by a public/quasi-public organization to be constructed or located in the OTC District; bed and breakfast inns; new duplexes or expansions of existing duplexes; and new multiple-family dwellings or expansions of existing multiple-family dwellings. A site plan is required under Section 3007.02 of the Zoning Ordinance for all Conditional Use Permits.

CRITERIA FOR APPROVAL OF A CERTIFICATE OF APPROPRIATENESS

The Clinton Historical Preservation Commission and the Clinton Planning Commission shall review all applications for **Certificates of Appropriateness** and **Conditional Use Permits** and forward their recommendations to the Mayor and Board of Aldermen. In accordance with Section 1607 of the Zoning Ordinance, the Mayor and Board of Aldermen, in reviewing this application and the required site plan must find that the proposed use of the land in the Olde Towne Clinton District meets the following criteria; the proposed use/structure;

- is not excessively *dissimilar and inappropriate* and does not exhibit poor quality of design in the exterior appearance of proposed structures/uses;
- is not unsightly and unsuitable in a way that is *out of harmony or incongruent with the existing visual features within the district*;
- will NOT result in harm or damage to the district which will manifest itself by:
 - (a) lower property values; (b) decreased economic growth; or
 - (c) diminished future opportunities for land use and development.

Signature of Applicant: _____

Signed Certificate of Appropriateness must be submitted prior to obtaining a permit.

PO BOX 525
Clinton, MS 39060

July 17, 2012

RE: Changes to Exterior of 506 Capitol Street, Clinton

Mr. Jerry Bounds, Director of Community Development
Architectural Review Board
Planning and Zoning
Mayor and Board of Aldermen,
City Of Clinton

Dear All:

I am requesting permission from you to make a few changes to my home located at 506 Capitol Street, Olde Towne Clinton.

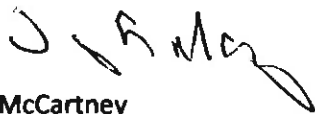
Listed below are the changes I am wanting to make.

1. Change home colors.....Base color- Sedate Gray, Trim color- Alabaster white, Shutter color- Louisburg Green and Door color- Philipsburg blue
2. Add wooden cupola to roof
3. Add garage door with wooden pergola structure over door. Front gable end of the garage would have wooden shingles added.
4. Change windows from the current configuration to a single window either side of the front door. Each window would have old wooden shutters and be topped with pediments.

I have included, for your review, paint samples and a drawing of the proposed changes.

Thank you for your consideration of my requests.

Respectfully yours,



Tim McCartney

Attachments (2)

MOTION BY ALDERMAN Brahman

SECOND BY ALDERMAN Morgan

TO APPROVE THE REQUEST BY TIM MCCARTNEY FOR A DIMENSIONAL VARIANCE OF 6 FEET ON THE WEST SIDE OF 409 EAST COLLEGE (PARCEL NO. 2860-964), SAID 6 FEET TO BE CONVEYED TO THE OWNER OF 407 E. COLLEGE (PARCEL NO. 2860-963). IN SUPPORT OF THIS MOTION, THE FOLLOWING FINDINGS OF FACT ARE MADE:

1. UNTIL A SHORT TIME AGO, BOTH PARCELS WERE OWNED BY THE SAME INDIVIDUAL. 407 E. COLLEGE HAS A SINGLE-FAMILY DWELLING BUILT ON IT AND 409 E. COLLEGE HAS A DUPLEX LOCATED ON IT. AT THIS TIME, THE STRUCTURES WERE PLACED ON THE PROPERTIES, (1958 FOR THE SINGLE DWELLING AT 407 E. COLLEGE AND 1957 FOR THE DUPLEX AT 409 E. COLLEGE). BOTH PROPERTIES WERE OWNED BY THE SAME OWNER AND THE STRUCTURES WERE PLACED ON SITE WITHOUT REGARD TO ANY PROPERTY LINE BETWEEN THE 2 PARCELS.
2. APPROXIMATELY 12 FEET EXISTS BETWEEN THE TWO STRUCTURES. PERMISSION IS BEING SOUGHT THROUGH A DIMENSIONAL VARIANCE TO PERMIT THE COMMON BOUNDARY LINE TO EQUALLY DIVIDE THE SPACE BETWEEN THE STRUCTURES RESULTING IN A SIX FEET WIDE SIDE YARD FOR EACH PARCEL. THE RESULT OF THIS WOULD BE THAT 407 E. COLLEGE WOULD HAVE ACCESS FROM

FRONT TO REAR ON THAT PARCEL. AT THE PUBLIC HEARING ON THIS REQUEST (JULY 24, 2012), THERE WAS NO PUBLIC OPPOSITION TO THIS REQUEST.

3. SIDE YARDS IN THIS OLDE TOWNE CLINTON DISTRICTS ARE CURRENTLY SET AS 5 FEET. THE RESULT OF THIS REQUEST WILL BE THAT EACH PARCEL WILL HAVE AT LEAST A 5 FEET WIDE SIDE YARD BETWEEN THESE TWO PARCELS.
4. THE MAYOR AND BOARD FIND THAT THIS REQUEST FOR A DIMENSIONAL VARIANCE MEETS ALL THE REQUIREMENTS OF SECTION 3004 OF THE ZONING ORDINANCE OF THE CITY OF CLINTON. FURTHER THE MAYOR AND BOARD FIND THAT THE REQUEST CONSTITUTES THE MINIMUM ALLOWABLE DEVIATION FROM THE DIMENSIONAL REGULATIONS OF THE ZONING ORDINANCE AND THAT THE GRANTING OF THE REQUESTED DIMENSIONAL VARIANCE IS, AND WILL BE, IN HARMONY WITH THE GENERAL PURPOSE AND INTENT OF THE ZONING ORDINANCE. THE DIMENSIONAL VARIANCE WILL NOT BE INJURIOUS TO THE NEIGHBORHOOD OR OTHERWISE DETRIMENTAL TO PUBLIC WELFARE.

City of Clinton
Mississippi
Community Development
P.O. Box 156 Clinton, Mississippi 39060

July 17, 2012

Mr. Tim McCartney
P.O. Box 525
Clinton, MS 39060

Mr. McCartney,

I am in receipt of the Dimensional Variance and Application for Certificate of Appropriateness for 409 East College Street to have the property line with 407 East College Street moved in order to give both properties the proper setback needed and the proposed renovations to 506 Capitol Street.

At this time I have you on schedule to appear before the Planning and Zoning Commission on July 24th, 2012 at 6:30 pm and the Mayor and Board of Aldermen on August 7th, 2012 at 7:00 pm. Both meetings will be held in the Municipal Courtroom located at 305 Monroe Street, Clinton, MS 39056. Please make a note of the time and dates of these meetings as you or a representative must be present.

Should have any further questions, please give me a call at 601-924-2256.

Sincerely,



Jerry "J.B." Bounds
Director, Community Development

**APPLICATION FOR CERTIFICATE OF APPROPRIATENESS
AND
CONDITIONAL USE PERMIT**

APPLICANT NAME: Tim McCartney
APPLICANT ADDRESS: PO Box 525, Clinton, MS 39060
TELEPHONE NUMBER: 601-940-6745
LOCATION OF PROPOSED USE: 409 (#1 + #2) East College Street, Clinton MS 39056
PROPOSED LAND USE: Request to move common boundary with 407 East College Street
ZONING DISTRICT WHERE LOCATED: CLINTON OLDE TOWNE DISTRICT (OTC)

In accordance with Section 1606 of the Zoning Ordinance of the City of Clinton, any "action" as defined under Section 1600 of said ordinance shall require issuance of a Certificate of Appropriateness.

Section 1605 requires preparation and submission of a site plan for all proposed "actions" in the Olde Towne Clinton District.

CONDITIONAL USE PERMITS IN THE OLDE TOWNE CLINTON (OTC) DISTRICT:

Section 1602 of the Zoning Ordinance of the City of Clinton requires that any applicant who proposes to locate any of the following uses in the Olde Towne Clinton (OTC) District to submit an application for a Conditional Use Permit: any facility or utility proposed by a public/quasi-public organization to be constructed or located in the OTC District; bed and breakfast inns; new duplexes or expansions of existing duplexes; and new multiple-family dwellings or expansions of existing multiple-family dwellings. A site plan is required under Section 3007.02 of the Zoning Ordinance for all Conditional Use Permits.

CRITERIA FOR APPROVAL OF A CERTIFICATE OF APPROPRIATENESS

The Clinton Historical Preservation Commission and the Clinton Planning Commission shall review all applications for Certificates of Appropriateness and Conditional Use Permits and forward their recommendations to the Mayor and Board of Aldermen. In accordance with Section 1607 of the Zoning Ordinance, the Mayor and Board of Aldermen, in reviewing this application and the required site plan must find that the proposed use of the land in the Olde Towne Clinton District meets the following criteria; the proposed use/structure;

- is not excessively *dissimilar and inappropriate* and does not exhibit poor quality of design in the exterior appearance of proposed structures/uses;
- is not unsightly and unsuitable in a way that is *out of harmony or incongruent with the existing visual features within the district*;
- will NOT result in harm or damage to the district which will manifest itself by:
 - (a) lower property values; (b) decreased economic growth; or
 - (c) diminished future opportunities for land use and development.

Signature of Applicant: Tim McCartney

Signed Certificate of Appropriateness must be submitted prior to obtaining a permit.

REQUEST FOR DIMENSIONAL VARIANCE
APPLICATION

Subject Property Address 409 (#1 + #2) East College Street
Owner Tim McCartney
Address Po Box 525
Clinton, MS 39060
Phone # 601-940-6745
Current Zoning District Olde Towne Clinton

Requirements of Applicant:

1. Letter stating reason for requested dimensional variance.
2. Copy of the written legal description.
3. Site plan of property.
4. Complete set of working plans.
5. Proposed signage to include color and size.
6. \$250.00 fee required for processing.

Requirements for Granting Variances: (Section 2404.01 – Zoning Ordinance)

- (a). Applicant shall demonstrate that special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district.
- (b). Applicant shall demonstrate that literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under terms of this Ordinance.
- (c). Applicant shall demonstrate that granting the variance will not confer on the applicant any special privilege that is denied by this Ordinance to other lands, structures or buildings in the same district.

Applicant shall be present at the Planning and Zoning Commission meeting and Mayor/Board of Aldermen meeting. Documents shall be submitted thirty (30) days prior to the Planning and Zoning Commission meeting.

Applicant is responsible for complying with all applicable requirements of the Zoning Ordinance.

By signing this application, it is understood and agreed that permission is given to the Zoning Administrator to have a sign erected on subject property, giving notice to the public that said property is being considered for a dimensional variance.

Tim McCartney
Signature

6/1/12
Date

6/14
PO BOX 525
Clinton, MS 39060

May 21, 2012

RE: Relocation of common boundary line, 407 and 409 East College Street (Lots 108 and 109)

Mr. Jerry Bounds, Director of Community Development
Architectural Review Board
Planning and Zoning
Mayor and Board of Aldermen,
City Of Clinton

Dear All:

Recently, Tom Henderson and I individually purchased 407 (LOT 108) and 409 (LOT 109) East College Street, Clinton, respectively.

Upon having the common boundary line surveyed by Mr. Paul Floyd, we discovered the line is within one foot the East wall of the 407 East College structure.

Currently there are twelve (12) feet between the structures. We request permission to move the common boundary to equally divide the space between the two building structures on site. The new distance between both building structures and the common boundary line would be six (6) feet.

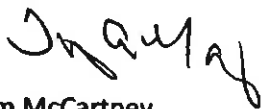
We wish to make this change in order to give Mr. Henderson, the owner of 407 East College (LOT 108), a side yard right of way for maintenance the East side of his home.

Residential lots in Olde Towne, in particular that area, vary in widths from 242 feet wide to 30 feet wide. We cannot foresee any negative impact of this change being made.

If you find that this request cannot be satisfied, we request you consider allowing a six (6) foot easement on the West side of 409 East College (Lot 109) to allow for structural maintenance of the East side of 407 East College (Lot 108).

Thank you for your consideration.

Respectfully yours,



Tim McCartney

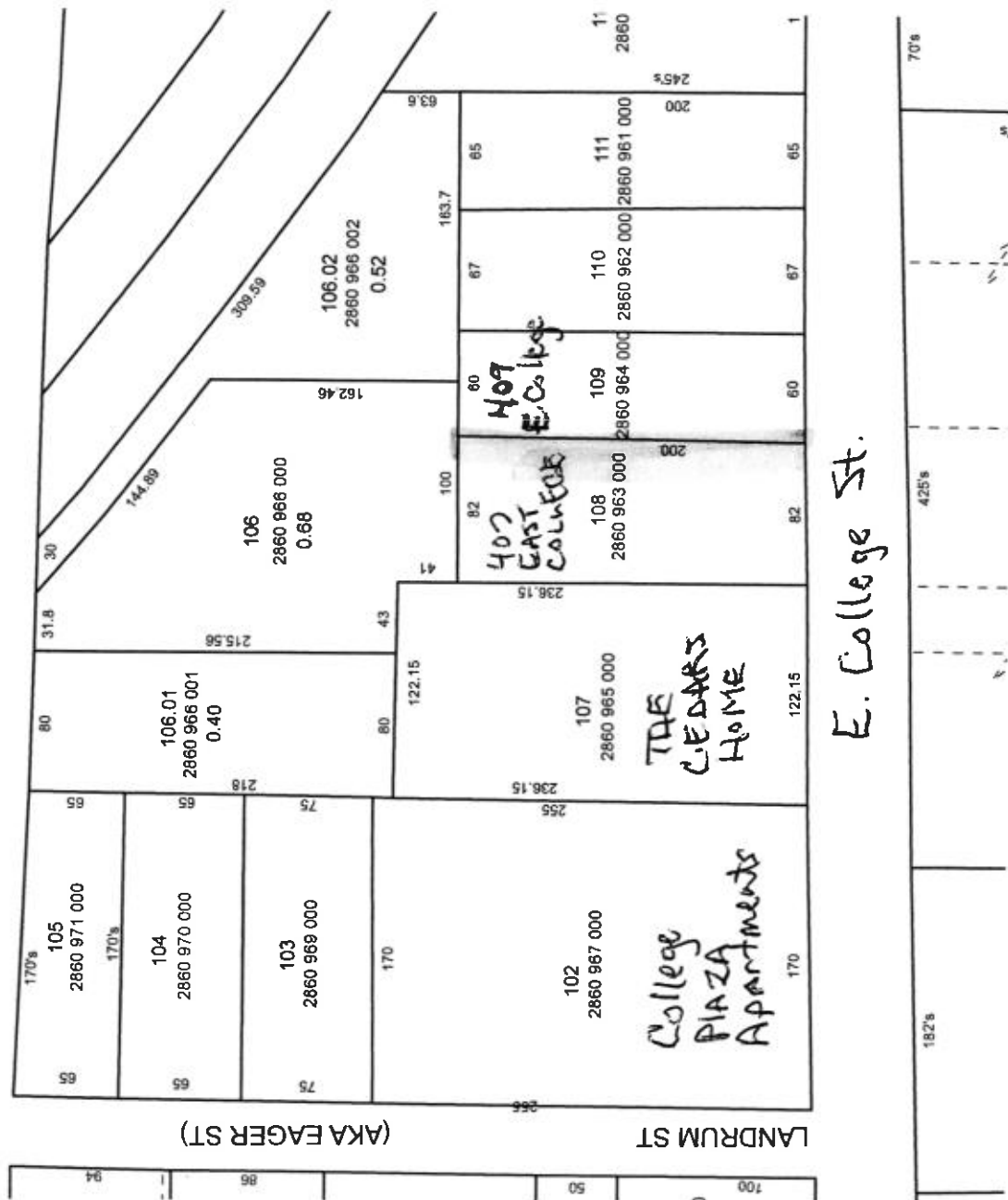
Attachments (2)

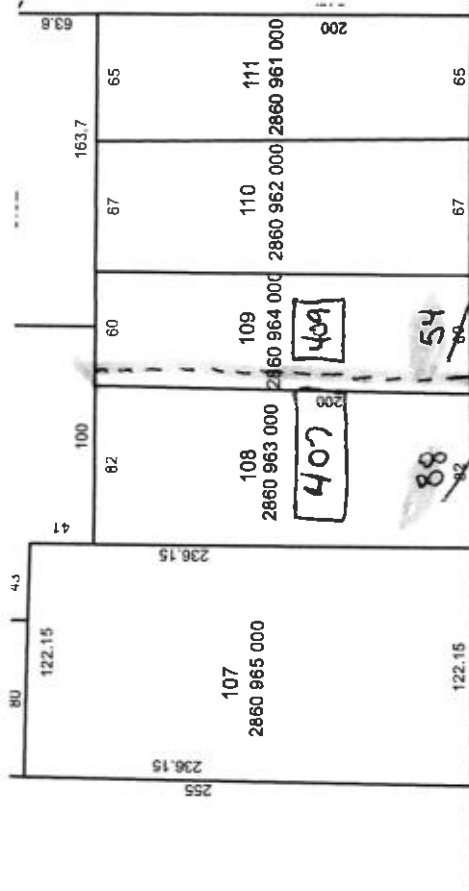
Legal Description

Location

409 W COLLEGE (1-2)

60 FT N/S COLLEGE ST X 200 FT N & S BEG 387
FT E OF EAGER ST IN SE 1/4 NW 1/4 SEC 29 T6
R1W CITY OF CLINTON





--- PROPOSED COMMON BOUNDARY

City of Clinton
Mississippi
Community Development
P.O. Box 156 Clinton, Mississippi 39060

July 17, 2012

Bendi, Thind & Bendi, LLC.
1924 Elaine Street
Jackson, MS 39204

Mr. Bendi, Mr. Thind & Mr. Bendi,

I am in receipt of the proposed exterior and interior renovations to the Chevron gas station located at 221 Clinton Blvd. to convert from a full service gas station to a convenience store.

At this time I have you on schedule to appear before the Planning and Zoning Commission on July 24th, 2012 at 6:30 pm and the Mayor and Board of Aldermen on August 7th, 2012 at 7:00 pm. Both meetings will be held in the Municipal Courtroom located at 305 Monroe Street, Clinton, MS 39056. Please make a note of the time and dates of these meetings as you or a representative must be present.

Should have any further questions, please give me a call at 601-924-2256.

Sincerely,



Jerry "J.B." Bounds
Director, Community Development

Lauren Pennington

From: Kent Brock [kentb@ccminc.net]
ent: Friday, June 29, 2012 9:54 AM
To: Lauren Pennington
Cc: larryw@ccminc.net
Subject: Submittal: Remodel for 221 Clinton Blvd
Attachments: ExtRender3.pdf; FloorPlan3.pdf

Lauren,

Larry Wager stopped by your office yesterday afternoon to submit floor plan, rendering, and material samples for architectural review of the above-referenced project. We apologize for the smudged prints. I've attached the PDF files of the plan and rendering so that you might print them in better quality.

Owner information for this project is as follows:

Bedi, Thind & Bedi, LLC.
1924 Elaine St.
Jackson MS 39204
Email: bediinvestments@gmail.com
Phone: 601.238.5918
Contact persons: Ravinder S. Bedi, Navjot Thind, Sukhdev S. Bedi

If questions or problems arise concerning the submittal, please feel free to contact me (*see info below*) or Larry Wagner at 601.519.3907, larryw@ccminc.net.

Thank you.

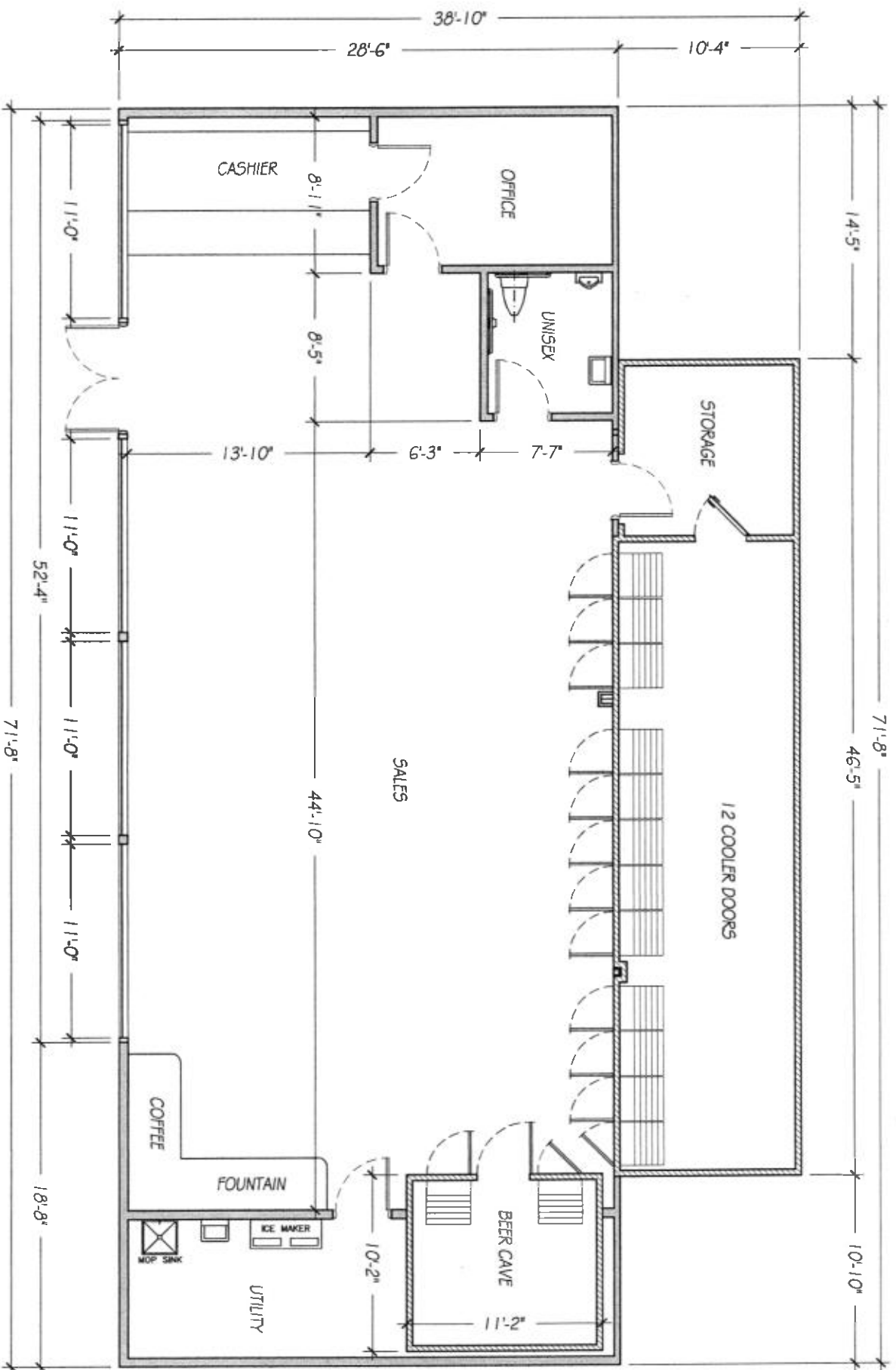
KENT BROCK
601.813.3339
kentb@ccminc.net



**COMMERCIAL
CONSTRUCTION &
MAINTENANCE, INC.**
3664 Guyton Road
Hoover AL 35244
www.ccminc.net

Scale: 1/8" = 1'-0"
GRAPHIC SCALE (FEET)

06/25/12



221 Clinton Blvd.

Scale: N.T.S.

06/25/12



Kent Brock

Commercial Constr & Maintenance

601.813.3339
kentb@ccmnc.net

RESOLUTION FOR UNKEMPT PROPERTY IN THE CITY OF CLINTON, MS

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unkempt property located at 1003 Briarwood Drive, Clinton, Mississippi, and after full consideration of the matter, Alderman Barnett offered the following Resolution:

Resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, determining the necessity for the cleaning of private property located at 1003 Briarwood Drive, Clinton, Mississippi, under the Authority granted to Municipalities by section 21-19-11, Mississippi Code of 1972 as Amended, and other applicable Statutes and Ordinances.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at 1003 Briarwood Drive, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

WHEREAS, notice was given to the owner of said property as required by Section 21-19-11 of the Mississippi Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m. on August 7, 2012, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property, in its present condition and state of uncleanness, constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of Community Development is directed to take such action as appropriate under Section 21-19-11 of the Mississippi Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, to cut weeds and grass, and to remove trash and debris.

NOW BE IT RESOVLED, by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, as follows:

1. It is hereby adjudicated that the property located at 1003 Briarwood Drive, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.
2. The Director of Community Development is hereby directed to take such action as appropriate under Section 21-19-11, Mississippi Code of 1972, as amended, and other applicable statues and ordinances, to cut weeds and grass, and to remove trash and debris.

3. The Director of Community Development is hereby directed that upon completion of this cleaning that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in cleaning the property so that the Mayor and Board of Aldermen for the City of Clinton, Mississippi, may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under Section 21-19-11, Mississippi Code of 1972, as amended, and other applicable statutes and ordinances.

A Motion for adoption was seconded by Alderman Brabham and the foregoing having been first reduced to writing, and no request by the Mayor or any member of the Board of Aldermen that it be read by the City Clerk, before the vote was taken, it was submitted to the Board of Aldermen for the passage or rejection on a roll call vote upon the vote being as follows, to-wit:

Alderman Brabham voted:	AYE
Alderman Hisaw voted:	AYE
Alderman Greer voted:	AYE
Alderman Barnett voted:	AYE
Alderwoman Peace voted:	AYE
Alderman Morgan voted:	AYE
Alderman Cashion voted:	AYE

Whereupon the Mayor declared the Motion carried and the Resolution approved and adopted.

The foregoing resolution was approved this the 7th day of August 2012.

CITY OF CLINTON

BY: Rosemary G. Aultman
Rosemary G. Aultman, Mayor

ATTEST: Russell L. Wall
Russell L. Wall, City Clerk



City of Clinton Mississippi

Community Development

P.O. Box 156 Clinton, Mississippi 39060

NOTICE OF HEARING CITY OF CLINTON, MISSISSIPPI

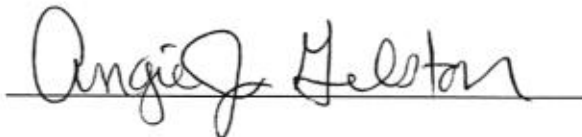
Notice is hereby given to the owner or owners of the property located at:

1003 Briarwood Dr.

That a public hearing will be held at 7:00 p.m. on Tuesday the 7th day of August, 2012, at the Police Station of the City of Clinton, Mississippi located at 305 Monroe Street, to determine whether or not the property identified above is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. If such a finding is made, the governing authorities may proceed to utilize the remedies and procedures established in Miss. Code Section 21-19-11, and may thereafter by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, or, at the option of the governing authority, an assessment against the property. An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after the hearing without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

For further information regarding this notice, call the City of Clinton, Mississippi, Code Enforcement office at (601) 924-2256.

Dated, this the 19th day of July, 2012.



Code Enforcement Officer

City of Clinton, Mississippi

RESOLUTION FOR UNKEMPT PROPERTY IN THE CITY OF CLINTON, MS

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unkempt property located at 318 W Highway 80, Clinton, Mississippi, and after full consideration of the matter, Alderman Hisaw offered the following Resolution:

Resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, determining the necessity for the cleaning of private property and demolishing the building located at 318 W Highway 80, Clinton, Mississippi, under the Authority granted to Municipalities by section 21-19-11, Mississippi Code of 1972 as Amended, and other applicable Statutes and Ordinances.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at 318 W Highway 80, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

WHEREAS, notice was given to the owner of said property as required by Section 21-19-11 of the Mississippi Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m. on August 7, 2012, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property, in its present condition and state of uncleanness, constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of Community Development is directed to take such action as appropriate under Section 21-19-11 of the Mississippi Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, to cut weeds and grass, to remove trash and debris and to demolish the building.

NOW BE IT RESOVLED, by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, as follows:

1. It is hereby adjudicated that the property located at 318 W Highway 80, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.

2. The Director of Community Development is hereby directed to take such action as appropriate under Section 21-19-11, Mississippi Code of 1972, as amended, and other applicable statutes and ordinances, to cut weeds and grass, to remove trash and debris and to demolish the building.
3. The Director of Community Development is hereby directed that upon completion of this cleaning that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in cleaning the property so that the Mayor and Board of Aldermen for the City of Clinton, Mississippi, may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under Section 21-19-11, Mississippi Code of 1972, as amended, and other applicable statutes and ordinances.

A Motion for adoption was seconded by Alderman Brabham and the foregoing having been first reduced to writing, and no request by the Mayor or any member of the Board of Aldermen that it be read by the City Clerk, before the vote was taken, it was submitted to the Board of Aldermen for the passage or rejection on a roll call vote upon the vote being as follows, to-wit:

Alderman Brabham voted:	AYE
Alderman Hisaw voted:	AYE
Alderman Greer voted:	AYE
Alderman Barnett voted:	AYE
Alderwoman Peace voted:	AYE
Alderman Morgan voted:	AYE
Alderman Cashion voted:	AYE

Whereupon the Mayor declared the Motion carried and the Resolution approved and adopted.

The foregoing resolution was approved this the 7th day of August 2012.

CITY OF CLINTON

BY: Rosemary G. Aultman
Rosemary G. Aultman, Mayor

ATTEST: Russell L. Wall
Russell L. Wall, City Clerk

(SEAL)



City of Clinton Mississippi

Community Development
P.O. Box 156 Clinton, Mississippi 39060

NOTICE OF HEARING CITY OF CLINTON, MISSISSIPPI

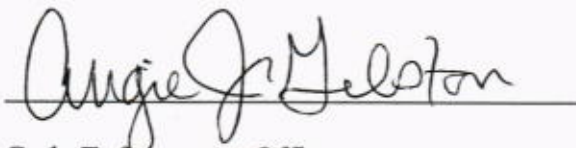
Notice is hereby given to the owner or owners of the property located at:

318 W. Highway 80

That a public hearing will be held at 7:00 p.m. on Tuesday the 7th day of August, 2012, at the Police Station of the City of Clinton, Mississippi located at 305 Monroe Street, to determine the **demolition** of the property identified above is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community. If such a finding is made, the governing authorities may proceed to utilize the remedies and procedures established in Miss. Code Section 21-19-11, and may thereafter by resolution adjudicate the actual cost of demolition, cleaning the property and may also impose a penalty not to exceed One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, or, at the option of the governing authority, an assessment against the property. An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after the hearing without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

For further information regarding this notice, call the City of Clinton, Mississippi, Code Enforcement office at (601) 924-2256.

Dated, this the 19th day of July, 2012.



Code Enforcement Officer

City of Clinton, Mississippi

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY
OF CLINTON, MISSISSIPPI APPROVING THE REDEMPTION AND
PAYMENT IN FULL OF THE OUTSTANDING CITY OF CLINTON,
MISSISSIPPI SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 1995**

WHEREAS, it was brought to the attention of the Mayor and Board of Aldermen of the City of Clinton, Mississippi that there was sufficient funds in the reserve accounts held by The Bank of New York Mellon to pay off these bonds; and

WHEREAS, the Mayor and Board of Aldermen of the City of Clinton, Mississippi have determined that the payoff of these bonds would be a benefit to the City and its citizens.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, as follows:

1. The Bank of New York Mellon is hereby authorized to call and redeem in full all outstanding City of Clinton, Mississippi Sewer System Revenue Refunding Bonds, Series 1995 on October 1, 2012; and
2. The Bank of New York Mellon is hereby authorized to use all four (4) reserve accounts to call and redeem in full all outstanding City of Clinton, Mississippi sewer System Revenue Refunding Bonds, Series 1995 on October 1, 2012.
The accounts authorized for use are as follows:

Clinton, MS, Sewer Contingent FD 95 – Account # - 272835

Clinton, MS, Sewer DEP Fund 95 – Account # - 272836

Clinton, MS, Sewer BD & INT Fund 95 – Account # - 272921

Clinton, MS, Sewer DS Reserve FD 95 – Account # - 272922; and

3. Any funds remaining in these accounts after redemption and payment in full of these bonds shall be remitted to the City of Clinton, Mississippi.

A Motion for adoption was made by Alderman Greer and seconded by Alderman Morgan and the foregoing resolution having been first reduced to writing and no request being made by the Mayor or any member of the Board of Aldermen that the Resolution be read by the City Clerk, before any vote was taken, it was submitted to the Board of Aldermen for the passage or rejection on roll call vote upon the vote being as follows, to-wit:

Alderman Brabham:	AYE
Alderman Hisaw:	AYE
Alderman Greer:	AYE
Alderman Barnett:	AYE
Alderwoman Peace:	AYE
Alderman Morgan:	AYE
Alderman Cashion:	AYE

Whereupon the Mayor declared the Resolution approved and adopted this the 7th day of August, 2012.

CITY OF CLINTON, MISSISSIPPI

By: Rosemary G. Aultman
Rosemary G. Aultman, Mayor

ATTEST:

By: Russell L. Wall
Russell L. Wall, City Clerk



**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF CLINTON, MISSISSIPPI GRANTING EXEMPTION
FROM AD VALOREM TAXES**

The Board of Aldermen next took up for consideration the matter of granting tax exemption from ad valorem taxes for Lockheed Martin Services, Inc., the following Resolution, having first been reduced to writing, was introduced:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF CLINTON, MISSISSIPPI, GRANTING EXEMPTION FROM
AD VALOREM TAXES FOR A FIVE-YEAR PERIOD TO LOCKHEED MARTIN
SERVICES, INC., AS AUTHORIZED BY SECTION
27-31-101, ET SEQ., OF THE MISSISSIPPI CODE
OF 1972, AS AMENDED.

WHEREAS, Lockheed Martin Services, Inc., filed in triplicate with this Board an Application for exemption from ad valorem taxation on said equipment being used in the products and services industry at facilities operated by Lockheed Martin Services, Inc., located within the City of Clinton, Hinds County, Mississippi; and

WHEREAS, Lockheed Martin Services, Inc. has produced written verification and documentation to this Board as to the authenticity and correctness of its Application in regard to the true value of the prayed-for exemption and the completion date of said enterprise; and

WHEREAS, the equipment was placed in service on March 29, 2012, and as of that date the true value of the equipment was \$2,222,993 as shown in the itemized list provided with the application, a copy of which is attached as Exhibit "A"; and

WHEREAS, this Board finds as a fact that the property described in the aforesaid Application constitutes an expanded products and services enterprise which was completed on March 29, 2012, and that said company is entitled to an exemption of five (5) years beginning on January 1, 2013 and ending on December 31, 2017, subject to approval and certification by the Mississippi State Tax Commission.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, as follows:

1. That the Application for ad valorem tax exemption by Lockheed Martin Services, Inc., of the property described in Exhibit "A" of the Application filed by said Company for tax exemption with, the equipment having a true value of \$2,222,993 is hereby approved and said exemption is hereby granted to the extent of a five-year period beginning on January 1, 2013 and ending on December 31, 2017 subject to certification of eligibility by the Mississippi State Tax Commission.
2. That the Clerk of this Board spread a copy of this Order on the minutes of this Board; and that the Clerk forward the original and three certified copies of the Application and a certified copy of the transcript of the Order approving said Application to the Mississippi State Tax Commission for its certification of eligibility; and that the Clerk also forward one certified copy to the Tax Assessor of Hinds County, Mississippi and obtain the Certificate of said Tax Assessor stating that the aforementioned property as itemized in this Application has been placed on the Appropriate tax roll as "Non-Taxable", except for Mississippi and Clinton Public School District ad valorem taxes, for the duration of the exemption period only.

After a full discussion of the matter, Alderman Greer moved that the foregoing Resolution be adopted and said motion was seconded by Alderman Brabham, and upon the question being put to a vote, the Resolution was unanimously adopted by affirmative vote of the members of the Board of Aldermen of the City of Clinton present.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, on this 7th day of August, 2012.


Rosemary G. Aultman, Mayor

ATTEST:


Russell L. Wall, City Clerk



APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq.,
MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE LOCKHEED MARTIN SERVICES, INC. (LMSI)

PHYSICAL ADDRESS 500 CLINTON CENTER DRIVE
Advanced Technology Systems, Products and Services

TYPE OF INDUSTRY PRODUCT/SERVICE

LOCATION - COUNTY HINDS CITY CLINTON

DATE OF COMPLETION 8/9/11 COO DATE YEARS REQUESTED 10 5 NEW

NEW (SECTION 27-31-101) X EXPANSION (SECTION 27-31-105)

NEW JOBS 350 ESTIMATED PAYROLL \$12,250,000
(Employed by LMSI)

TRUE VALUE OF PROPERTY EXEMPTED \$2,222,993

*Attach an itemized list of property to be exempted as Exhibit "A".

The applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the State Tax Commission and upon approval and certification by the Commission, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant.

This application is submitted on the 2 day of August, 20 12.

Lockheed Martin Services, Inc. (LMSI)

Applicant (Name of Taxpayer)

By:

Title: Sandra S. Pina, Sr. Manager, Contracts

ATTEST:

Elana Pina 8/2/2012



Lockheed Martin Services, Inc. - Itemized Property Assets				
FF&E Assets as of 3-29-2012				
Item	Quantity	Date of Service	Cost	Total
4TEB-20 CORD BASE FEED	14	6/14/2011	\$ 45.92	\$ 642.88
4TMD-48P 48" MODESTY PANEL	2	6/14/2011	\$ 157.44	\$ 314.88
4TMD-96 96" MODESTY PANEL	12	6/14/2011	\$ 241.08	\$ 2,892.96
4TPD-48 PWR DIST - 48"	2	6/14/2011	\$ 47.56	\$ 95.12
4TPD-96 PWD DIST - 96"	12	6/14/2011	\$ 66.01	\$ 792.12
4TRG-3 COMMON GROUND	5	6/14/2011	\$ 53.71	\$ 268.55
4TTC-1896-V 4S000 TABLE T	12	6/14/2011	\$ 320.62	\$ 3,847.44
Haworth Improv Guest Chair	1	8/2/2011	\$ 146.97	\$ 146.97
Haworth Zody Chair^Seat: Gauge^Rain;	2	8/2/2011	\$ 877.30	\$ 1,754.60
HBF Cortona End Table with Glass Top	4	8/2/2011	\$ 525.00	\$ 2,100.00
HHS AREA WORKSTATIONS	1	6/14/2011	\$ 28,454.67	\$ 28,454.67
HR ACCESS AREA	1	6/14/2011	\$ 69,175.09	\$ 69,175.09
IT NOVA AREA WORKSTATIONS	1	7/27/2011	\$ 41,371.79	\$ 41,371.79
JFWA-30-X SERIES,CONTERWEIGHT,30" FILE	1	8/2/2011	\$ 34.97	\$ 34.97
JFWA-36 - SERIES,CONTERWEIGHT,36" FILE	1	7/29/2011	\$ 38.43	\$ 38.43
JFWA-36 - X SERIES	4	6/14/2011	\$ 76.86	\$ 153.72
JFWA-36 - X SERIES COUNTERWEIGHT	2	7/29/2011	\$ 38.43	\$ 76.86
JFWA-36 - X SERIES,CONTERWEIGHT,36" FILE	6	7/29/2011	\$ 153.72	\$ 230.58
JFWA-36- X SERIES,CONTERWEIGHT,36" FILE	1	7/29/2011	\$ 38.43	\$ 38.43
JFWA-36-X SERIES,CONTERWEIGHT,36" FILE	2	7/29/2011	\$ 76.86	\$ 76.86
JLPD-0430-SJ-X SERIES,LF,4X30,PTD	1	7/29/2011	\$ 406.98	\$ 406.98
JLPD-0436-SJ - X SERIES	2	7/29/2011	\$ 481.95	\$ 963.90
JLPD-0436-SJ - X SERIES,LF,4X36,PTD	1	7/29/2011	\$ 481.95	\$ 481.95
JLPD-0436-SJ-X SERIES,LF,4X36,PTD	2	7/29/2011	\$ 963.90	\$ 963.90
JLPD-0436-S-X SERIES,LF,4X36,PTD	1	7/29/2011	\$ 481.95	\$ 481.95
JLPD-0536-SJ - X SERIES	4	7/29/2011	\$ 1,146.60	\$ 2,293.20
JLPD-0536-SJ - X SERIES,LF,5X36,	1	7/29/2011	\$ 573.30	\$ 573.30
JLPD-0536-SJ - X SERIES,LF,5X36,PTD	3	7/29/2011	\$ 1,146.60	\$ 1,719.90
JLPD-0536-SJ-X SERIES,LF,5X36,PTD	2	7/29/2011	\$ 573.30	\$ 1,146.60
KI Grand Salon Bench with Metal	1	7/29/2011	\$ 565.00	\$ 565.00
LMCO LOGO	1	7/29/2011	\$ 11,780.00	\$ 11,780.00
M600-2112 4-LEG STACKER	38	7/29/2011	\$ 153.72	\$ 5,841.36
M600-2210 - 4 - LEG STACKER,ARMS,UPHL OU	2	8/2/2011	\$ 149.10	\$ 298.20
M600-2210 - 4 LEG STACKER	2	7/18/2011	\$ 149.10	\$ 298.20
M600-2210 - 4 LEG STACKER,ARMS,UPHL OUTE	2	6/14/2011	\$ 149.10	\$ 298.20
M600-2210 - 4-LEG STACKER	2	7/29/2011	\$ 149.10	\$ 298.20
M600-2210-4 LEG STACKER,ARMS,UPHL OUTER	8	7/29/2011	\$ 596.40	\$ 1,192.80
P-1671.A.HM - Modrian Wood Guest Chair	5	7/29/2011	\$ 272.75	\$ 1,363.75
Paoli 36 Round Table with Alloy X Bas	1	7/29/2011	\$ 672.12	\$ 672.12
Paoli End Table^Honey Maple	2	7/29/2011	\$ 298.00	\$ 596.00
Paoli Modrian Guest Chair^Upholstered	4	7/29/2011	\$ 450.00	\$ 1,800.00
Paoli Overture Buffet Height Credenza	1	8/2/2011	\$ 1,725.00	\$ 1,725.00
Paoli Sofa Table^Golden Cherry Pearl	1	8/2/2011	\$ 725.00	\$ 725.00
Paoli Svelte Mid Back Conference Chair	12	8/2/2011	\$ 405.00	\$ 4,860.00
P-RM1830PD.VVHM - Revolve Ped F/F	1	8/2/2011	\$ 456.22	\$ 456.22
P-RM1924PD.VVHM - Revolve B/B/F	5	8/2/2011	\$ 2,238.70	\$ 2,238.70
P-RM1924PD.VVHM - Revolve B/B/F Ped	1	8/2/2011	\$ 447.74	\$ 447.74
P-RM1924PD.VVHM-Revolve B/B/F	1	7/29/2011	\$ 447.74	\$ 447.74
P-RM1924PD-VVHM - REVOLVE B/B/F	1	7/29/2011	\$ 447.74	\$ 447.74

Lockheed Martin Services, Inc. - Itemized Property Assets				
FF&E Assets as of 3-29-2012				
Item	Quantity	Date of Service	Cost	Total
P-RM2330EP.VHM - REVOLVE END	2	7/29/2011	\$ 366.04	\$ 366.04
P-RM2330EP.VHM - Revolve End Pnl	3	7/29/2011	\$ 549.06	\$ 549.06
P-RM2330EP.VHM - Revolve End	1	7/29/2011	\$ 183.02	\$ 183.02
P-RM2330EP.VHM-Revolve End	2	7/29/2011	\$ 366.04	\$ 366.04
P-RM2442RS.VHM - Revolve Rect Ret Srfc	1	7/29/2011	\$ 222.75	\$ 222.75
P-RM2442RS.VHMLL - Revolve Rect Ret	1	7/29/2011	\$ 222.75	\$ 222.75
P-RM2442RS.-VHMLL - Revolve Rect Ret	1	7/29/2011	\$ 222.75	\$ 222.75
P-RM2442RS.-VHMLL - Revolve Rect Ret Srf	1	7/29/2011	\$ 222.75	\$ 222.75
P-RM2442RS.VHMLL - Revolve Rect Ret Srfc	1	7/29/2011	\$ 222.75	\$ 222.75
P-RM2442RS.VHMLL~Revolve Rect Ret	1	7/29/2011	\$ 222.75	\$ 222.75
P-RM2442RS.VHMLL~Revolve Rect Ret	1	7/29/2011	\$ 222.75	\$ 222.75
P-RM2442RS.VHMLL-Revolve Rect Ret	1	7/29/2011	\$ 222.75	\$ 222.75
P-RM2718PB.VHM - Revolve Fnshd Ped Bck	7	7/29/2011	\$ 974.96	\$ 974.96
P-RM2718PB.VHM-Revolve Fnshd Ped Bck	2	7/29/2011	\$ 278.56	\$ 278.56
P-RM2824MP.-Revolve Knspc Mod Pnl	1	7/29/2011	\$ 167.85	\$ 167.85
P-RM2824MP.VHM - Revolve Knspc Mod Pnl	3	7/29/2011	\$ 503.55	\$ 503.55
P-RM2824MP.-VHM - Revolve Knspc Mod Pnl	2	7/29/2011	\$ 335.70	\$ 335.70
P-RM2824MP.VHM-Revolve Knspc Mod Pnl	2	7/29/2011	\$ 335.70	\$ 335.70
P-RM2842MP.VHM - Revolve Knspc Mod Pnl	1	7/29/2011	\$ 216.50	\$ 216.50
P-RM3060CE.VHMLL - REVOLVE CONF	2	7/29/2011	\$ 1,007.08	\$ 1,007.08
P-RM3060CE.VHMLL - Revolve Conf Ext	2	7/29/2011	\$ 1,007.08	\$ 1,007.08
P-RM3060CE.VHMLL - Revolve Conf Ext/30Wx	1	7/29/2011	\$ 503.54	\$ 503.54
P-RM3060CE.VHMLL - Revolve Conf Ext	1	7/29/2011	\$ 503.54	\$ 503.54
P-RM3060CE.VHMLL-Revolve Conf	2	7/29/2011	\$ 1,007.08	\$ 1,007.08
P-RM3060RS.VHMLL - Revolve Rect Ret Srfc	1	7/29/2011	\$ 315.60	\$ 315.60
P-RM4272RP.VVHMLL - Revolve Sgl Ped Dsk	1	7/29/2011	\$ 1,479.82	\$ 1,479.82
P-RM6000MP.VHM - REVOLVE OPT	1	7/29/2011	\$ 204.90	\$ 204.90
P-RM6000MP.VHM - Revolve Opt 60 In P-Tp	4	7/29/2011	\$ 819.60	\$ 819.60
P-RM6000MP.VHM-Revolve Opt 60 In P-Tp	3	7/29/2011	\$ 614.70	\$ 614.70
PROJ. MGMT FEE	1	7/29/2011	\$ -	\$ 450.00
P-RT3600TT.VHMLL - Revival Rnd Tbl Top	1	7/29/2011	\$ 320.96	\$ 320.96
P-RT3600TT.VHMLL-Revival Rnd Tbl	1	7/29/2011	\$ 320.96	\$ 320.96
P-RT4200TT.VHMLL - Revival Rnd Tbl Top	1	6/14/2011	\$ 469.61	\$ 469.61
P-TL4000TB~Cross Base Single Pole	1	7/29/2011	\$ 308.46	\$ 308.46
P-XO1010DB - Drum Base	2	7/29/2011	\$ 302.66	\$ 302.66
P-XO1010DB - Drum Base/4D x 27-3/4H	1	7/29/2011	\$ 151.33	\$ 151.33
P-XO1010DB~ Drum Base/4D x 27-3/4H	1	7/29/2011	\$ 151.33	\$ 151.33
P-XO1010DB~Drum Base/4D x 27-3/4H	2	7/29/2011	\$ 302.66	\$ 302.66
P-XO1010DB~Drum Base/4D x 27-3/4H	1	7/29/2011	\$ 151.33	\$ 151.33
P-XO1010DB-Drum Base/4D x 27-3/4H	1	7/29/2011	\$ 151.33	\$ 151.33
RT-1472BO - Tall Storage Revolve	1	7/29/2011	\$ 666.03	\$ 666.03
RT-1472BO - Tall Storage Revolve Open Bk	1	7/29/2011	\$ 666.03	\$ 666.03
RT-1472BO.VV - Tall Storage Revolve	2	7/29/2011	\$ 1,332.06	\$ 1,332.06
RT-1472BO.VV - Tall Storage Revolve Open	3	7/29/2011	\$ 1,998.09	\$ 1,998.09
RT-1472BO-Tall Storage Revolve	1	7/29/2011	\$ 666.03	\$ 666.03
RT-1472BOVV-Tall Storage Revolve	1	7/29/2011	\$ 666.03	\$ 666.03
SCH-44-OS SEATING	12	7/29/2011	\$ 76.78	\$ 921.36
SPLF-4388 18"DX48"W	2	7/29/2011	\$ 340.71	\$ 681.42
SPLJ-4424 SEATING, STOOL H	7	7/29/2011	\$ 172.23	\$ 1,205.61

Lockheed Martin Services, Inc. - Itemized Property Assets				
FF&E Assets as of 3-29-2012				
Item	Quantity	Date of Service	Cost	Total
SPL-MISC.Q111808_A - Cross Base Single	2	7/27/2011	\$ 669.60	\$ 669.60
SYSTEMS FURNITURE	1	6/14/2011	\$ 36,422.86	\$ 36,422.86
SZT-20-724M ZODY TASK CHAIR	2	7/27/2011	\$ 474.80	\$ 949.60
SZT-20-724MA1 TASK CHAIR	259	7/29/2011	\$ 474.80	\$ 122,973.20
TRAINING ROOM WORKSTATIONS	1	6/14/2011	\$ 4,174.35	\$ 4,174.35
TWIC AREA WORKSTATIONS	1	6/14/2011	\$ 23,283.82	\$ 23,283.82
TZRN-3636-L-TSCA TABLE, ROUND, 36"	3	6/14/2011	\$ 195.14	\$ 585.42
TOTAL FF&E ASSET VALUE				\$ 412,354.63

Lockheed Martin Services, Inc. (LMSI) Itemized Property Assets

IT Assets as of 3-29-2012

Item	Quantity	Date of Service	Cost	Total
AL2011013-E6	1	5/26/2011	\$ 14.00	\$ 14.00
AL2011013-E6	1	5/26/2011	\$ 14.00	\$ 14.00
AL2011013-E6	1	5/26/2011	\$ 14.00	\$ 14.00
AL4511001-E6	3	5/26/2011	\$ 7.88	\$ 23.64
AL1011003-E6	2	5/26/2011	\$ 17.50	\$ 35.00
AL4511001-E6	5	5/26/2011	\$ 7.88	\$ 39.40
AL4518002-E6	1	5/26/2011	\$ 154.88	\$ 154.88
AL4518002-E6	1	5/26/2011	\$ 154.88	\$ 154.88
AA1419014-E5	2	5/26/2011	\$ 212.63	\$ 425.26
AA1419014-E5	2	5/26/2011	\$ 212.63	\$ 425.26
AA1419014-E5	2	5/26/2011	\$ 212.63	\$ 425.26
AL4500E15-E6G5	1	5/26/2011	\$ 1,939.88	\$ 1,939.88
AL4500E15-E6G5	1	5/26/2011	\$ 1,939.88	\$ 1,939.88
AL4500E14-E6G5	2	5/26/2011	\$ 3,672.38	\$ 7,344.76
AL4500E14-E6G5	4	5/26/2011	\$ 3,672.38	\$ 14,689.52
AL1001E12-E5G5	2	5/19/2011	\$ 7,872.38	\$ 15,744.76
Racks/Cooling/UPS	1	6/23/2011	\$ -	\$ 335,150.67
MCT0988	6	5/27/2011	\$ 1,169.76	\$ 1,169.76
KVM Cables	104	5/27/2011	\$ 25.88	\$ 2,691.52
Belkin KVM	13	5/20/2011	\$ 1,108.00	\$ 14,404.00
CAB-STACK-50CM	1	5/20/2011	\$ 100.00	\$ 100.00
FL-WEBVPN-10-K9	1	5/20/2011	\$ 300.00	\$ 300.00
GLC-T	1	5/20/2011	\$ 395.00	\$ 395.00
MEMUSB-256FT	1	5/20/2011	\$ 425.00	\$ 425.00
AP9631	1	5/20/2011	\$ 459.00	\$ 459.00
PWR-2821-51-AC-IP	1	5/20/2011	\$ 485.00	\$ 485.00
RM8042A	1	5/20/2011	\$ 911.71	\$ 911.71
CON-SNT-37524PSS	5	5/20/2011	\$ 194.88	\$ 974.40
CON-SNT-AS2BUNK9	2	5/20/2011	\$ 556.22	\$ 1,112.44
CON-SNT-3845SEC	2	5/20/2011	\$ 875.22	\$ 1,750.44
CON-SNT-37548PSE	1	5/20/2011	\$ 2,013.00	\$ 2,013.00
CON-SNT-C2851HSE	1	5/20/2011	\$ 2,205.00	\$ 2,205.00
MEM2851-512U1024D	1	5/20/2011	\$ 3,000.00	\$ 3,000.00
AIM-VPN/SSL-3	2	5/20/2011	\$ 1,820.00	\$ 3,640.00
SURT8000XLT-1TF3	1	5/20/2011	\$ 5,450.00	\$ 5,450.00
CISCO2851-HSEC/K9	1	5/20/2011	\$ 8,095.00	\$ 8,095.00
ASA5520-BUN-K9	2	5/20/2011	\$ 4,157.40	\$ 8,314.80
NM-1T3/E3	2	5/20/2011	\$ 4,420.00	\$ 8,840.00
NME-WAE-522-K9	2	5/20/2011	\$ 4,680.00	\$ 9,360.00
WS-C3750V2-48PS-E	1	5/20/2011	\$ 10,490.00	\$ 10,490.00
WS-C3750V2-24PS-S	5	5/20/2011	\$ 2,493.40	\$ 12,467.00
CISCO3845-SEC/K9	2	7/29/2011	\$ 7,485.40	\$ 14,970.80
1027v	100	7/29/2011	\$ 8.50	\$ 850.00
202768-N	100	7/29/2011	\$ 54.50	\$ 5,450.00
700426737-N	100	7/29/2011	\$ 143.00	\$ 14,300.00
700405673-N	100	6/16/2011	\$ 283.00	\$ 28,300.00
TELECOM EQUIPMENT	1	6/15/2011	\$ 51,199.27	\$ 51,199.27
TELECOM EQUIPMENT	1	6/9/2011	\$ 309,104.33	\$ 309,104.33
PN# 1200291L1	1	6/9/2011	\$ 307.00	\$ 307.00

Lockheed Martin Services, Inc. (LMSI) Itemized Property Assets

IT Assets as of 3-29-2012

Item	Quantity	Date of Service	Cost	Total
PN# 730-0116	1	6/9/2011	\$ 505.00	\$ 505.00
PN# 730-0116	1	6/9/2011	\$ 505.00	\$ 505.00
PN 930-0088	1	6/3/2011	\$ 2,566.00	\$ 2,566.00
PN# 1200291L1	1	6/3/2011	\$ 307.00	\$ 307.00
PN# 730-0116	1	6/3/2011	\$ 505.00	\$ 505.00
PN# 730-0116	1	6/3/2011	\$ 505.00	\$ 505.00
PN 930-0088	1	7/29/2011	\$ 2,566.00	\$ 2,566.00
330-9456	180	7/29/2011	\$ 14.03	\$ 2,525.40
330-5312	180	6/13/2011	\$ 15.59	\$ 2,806.20
CAB-C13-C14-2M=	1	6/1/2011	\$ -	\$ 29.59
CAB-C13-C14-2M=	1	6/1/2011	\$ 29.59	\$ 29.59
CAB-C13-C14-2M=	1	6/1/2011	\$ 29.59	\$ 29.59
MEMUSB-256FT	1	6/1/2011	\$ 177.55	\$ 177.55
GLC-T	1	6/1/2011	\$ 233.78	\$ 233.78
PWR-2821-51-AC-IP	1	6/1/2011	\$ 287.04	\$ 287.04
AP9631	1	6/1/2011	\$ 344.78	\$ 344.78
CON-SNT-37548PSE	1	6/1/2011	\$ 527.21	\$ 527.21
CON-SNT-C2851HSE	1	6/1/2011	\$ 577.50	\$ 577.50
RM8042A	1	6/1/2011	\$ 871.00	\$ 871.00
S28NAISK9-12415T	1	6/1/2011	\$ 1,006.12	\$ 1,006.12
MEM2851-512U1024D	1	6/1/2011	\$ 1,775.51	\$ 1,775.51
SURT8000XLT-1TF3	1	6/1/2011	\$ 4,750.24	\$ 4,750.24
CISCO2851-HSEC/K9	1	6/1/2011	\$ 4,790.92	\$ 4,790.92
WS-C3750V2-48PS-E	1	5/27/2011	\$ 6,208.37	\$ 6,208.37
AF556A	2	5/25/2011	\$ 7.00	\$ 14.00
AF556A	2	5/25/2011	\$ 7.00	\$ 14.00
AF556A	2	5/25/2011	\$ 7.00	\$ 14.00
AF556A	4	5/25/2011	\$ 7.00	\$ 28.00
AF556A	6	5/25/2011	\$ 7.00	\$ 42.00
AF556A	6	5/25/2011	\$ 7.00	\$ 42.00
AF556A	7	5/25/2011	\$ 7.00	\$ 49.00
593921-B21	2	5/25/2011	\$ 48.30	\$ 96.60
481041-B21	2	5/25/2011	\$ 63.00	\$ 126.00
481041-B21	2	5/27/2011	\$ 63.00	\$ 126.00
518824-B21	2	5/27/2011	\$ 69.30	\$ 138.60
516966-B21	2	5/25/2011	\$ 90.30	\$ 180.60
481041-B21	3	5/25/2011	\$ 63.00	\$ 189.00
481041-B21	3	5/25/2011	\$ 63.00	\$ 189.00
500670-B21	4	5/25/2011	\$ 48.30	\$ 193.20
462969-B21	2	5/25/2011	\$ 97.30	\$ 194.60
462969-B21	2	5/27/2011	\$ 97.30	\$ 194.60
Opt. 7X4	2	5/25/2011	\$ 120.40	\$ 240.80
516914-B21	2	5/25/2011	\$ 139.30	\$ 278.60
462968-B21	2	5/25/2011	\$ 139.30	\$ 278.60
462968-B21	2	5/25/2011	\$ 139.30	\$ 278.60
593921-B21	6	5/25/2011	\$ 48.30	\$ 289.80
462969-B21	3	5/25/2011	\$ 97.30	\$ 291.90
462969-B21	3	5/25/2011	\$ 97.30	\$ 291.90
500656-B21	4	5/27/2011	\$ 77.00	\$ 308.00

Lockheed Martin Services, Inc. (LMSI) Itemized Property Assets

IT Assets as of 3-29-2012

Item	Quantity	Date of Service	Cost	Total
500656-B21	4	8/9/2011	\$ 77.00	\$ 308.00
503296-B21	2	8/9/2011	\$ 160.30	\$ 320.60
503296-B21	2	8/9/2011	\$ 160.30	\$ 320.60
503296-B21	2	5/25/2011	\$ 160.30	\$ 320.60
503296-B21	2	5/25/2011	\$ 160.30	\$ 320.60
462860-B21	2	5/25/2011	\$ 175.12	\$ 350.24
462968-B21	3	5/25/2011	\$ 139.30	\$ 417.90
462968-B21	3	5/27/2011	\$ 139.30	\$ 417.90
462967-B21	2	5/25/2011	\$ 209.30	\$ 418.60
462967-B21	2	5/25/2011	\$ 209.30	\$ 418.60
532066-B21	7	5/25/2011	\$ 63.00	\$ 441.00
HG926A1	2	5/25/2011	\$ 229.62	\$ 459.24
HG926A1	2	5/27/2011	\$ 229.62	\$ 459.24
588076-L21	2	8/9/2011	\$ 230.30	\$ 460.60
587500-B21	2	8/9/2011	\$ 230.30	\$ 460.60
587500-L21	2	8/9/2011	\$ 230.30	\$ 460.60
587500-B21	2	8/9/2011	\$ 230.30	\$ 460.60
587500-B21	2	8/9/2011	\$ 230.30	\$ 460.60
587500-L21	2	8/9/2011	\$ 230.30	\$ 460.60
587500-L21	2	5/25/2011	\$ 230.30	\$ 460.60
500656-B21	6	5/25/2011	\$ 77.00	\$ 462.00
518824-B21	7	8/9/2011	\$ 69.30	\$ 485.10
512547-B21	2	8/9/2011	\$ 258.30	\$ 516.60
512547-B21	2	8/9/2011	\$ 258.30	\$ 516.60
512547-B21	2	5/27/2011	\$ 258.30	\$ 516.60
512485-B21	2	5/25/2011	\$ 263.34	\$ 526.68
TA850AAE	2	5/25/2011	\$ 263.34	\$ 526.68
TA850AAE	2	8/9/2011	\$ 263.34	\$ 526.68
500656-B21	8	8/9/2011	\$ 77.00	\$ 616.00
500656-B21	8	8/9/2011	\$ 77.00	\$ 616.00
500656-B21	8	5/25/2011	\$ 77.00	\$ 616.00
516966-B21	7	8/9/2011	\$ 90.30	\$ 632.10
503296-B21	4	8/9/2011	\$ 160.30	\$ 641.20
503296-B21	4	5/25/2011	\$ 160.30	\$ 641.20
503296-B21	4	5/27/2011	\$ 160.30	\$ 641.20
503296-B21	4	8/9/2011	\$ 160.30	\$ 641.20
503296-B21	4	5/25/2011	\$ 160.30	\$ 641.20
503296-B21	4	5/25/2011	\$ 160.30	\$ 641.20
Opt. 7G3	3	5/25/2011	\$ 229.62	\$ 688.86
Opt. 7G3	3	5/25/2011	\$ 229.62	\$ 688.86
TA850AAE	3	5/25/2011	\$ 263.34	\$ 790.02
TA850AAE	3	5/25/2011	\$ 263.34	\$ 790.02
587476-L21	2	5/25/2011	\$ 419.30	\$ 838.60
587476-B21	2	5/25/2011	\$ 419.30	\$ 838.60
585332-L21	2	5/25/2011	\$ 454.30	\$ 908.60
578229-B21	2	8/9/2011	\$ 454.30	\$ 908.60
587500-L21	4	8/9/2011	\$ 230.30	\$ 921.20
587500-B21	4	8/9/2011	\$ 230.30	\$ 921.20
587500-L21	4	8/9/2011	\$ 230.30	\$ 921.20

Lockheed Martin Services, Inc. (LMSI) Itemized Property Assets

IT Assets as of 3-29-2012

Item	Quantity	Date of Service	Cost	Total
587500-L21	4	8/9/2011	\$ 230.30	\$ 921.20
587500-B21	4	8/9/2011	\$ 230.30	\$ 921.20
587500-B21	4	5/25/2011	\$ 230.30	\$ 921.20
503296-B21	6	5/25/2011	\$ 160.30	\$ 961.80
503296-B21	6	8/9/2011	\$ 160.30	\$ 961.80
512547-B21	4	8/9/2011	\$ 258.30	\$ 1,033.20
512547-B21	4	8/9/2011	\$ 258.30	\$ 1,033.20
512547-B21	4	5/25/2011	\$ 258.30	\$ 1,033.20
500656-B21	14	5/25/2011	\$ 77.00	\$ 1,078.00
503296-B21	7	5/27/2011	\$ 160.30	\$ 1,122.10
512545-B21	6	5/25/2011	\$ 195.30	\$ 1,171.80
512545-B21	6	8/9/2011	\$ 195.30	\$ 1,171.80
500656-B21	16	8/9/2011	\$ 77.00	\$ 1,232.00
500656-B21	16	8/9/2011	\$ 77.00	\$ 1,232.00
500656-B21	16	5/25/2011	\$ 77.00	\$ 1,232.00
587476-L21	3	5/25/2011	\$ 419.30	\$ 1,257.90
587476-L21	3	5/25/2011	\$ 419.30	\$ 1,257.90
585332-L21	3	5/25/2011	\$ 454.30	\$ 1,362.90
585332-B21	3	5/25/2011	\$ 454.30	\$ 1,362.90
507125-B21	8	5/25/2011	\$ 181.30	\$ 1,450.40
Opt. 7G3	2	5/25/2011	\$ 800.66	\$ 1,601.32
588076-B21	7	5/25/2011	\$ 230.30	\$ 1,612.10
588076-L21	7	5/25/2011	\$ 230.30	\$ 1,612.10
573122-B21	2	8/9/2011	\$ 882.70	\$ 1,765.40
Opt. 7G3	2	8/9/2011	\$ 884.94	\$ 1,769.88
Opt. 7G3	2	8/9/2011	\$ 884.94	\$ 1,769.88
Opt. 7G3	2	5/25/2011	\$ 884.94	\$ 1,769.88
587507-L21	2	5/27/2011	\$ 1,014.30	\$ 2,028.60
579237-B21	2	5/25/2011	\$ 1,029.70	\$ 2,059.40
583914-B21	2	8/9/2011	\$ 1,135.40	\$ 2,270.80
583914-B21	2	8/9/2011	\$ 1,135.40	\$ 2,270.80
583914-B21	2	8/9/2011	\$ 1,135.40	\$ 2,270.80
583914-B21	2	5/25/2011	\$ 1,135.40	\$ 2,270.80
583914-B21	2	5/25/2011	\$ 1,135.40	\$ 2,270.80
573122-B21	3	8/9/2011	\$ 882.70	\$ 2,648.10
589253-B21	4	8/9/2011	\$ 722.00	\$ 2,888.00
589253-B21	4	8/9/2011	\$ 722.00	\$ 2,888.00
589253-B21	4	5/25/2011	\$ 722.00	\$ 2,888.00
507125-B21	16	5/27/2011	\$ 181.30	\$ 2,900.80
Opt. 7G2	2	5/25/2011	\$ 1,556.00	\$ 3,112.00
583914-B21	3	8/9/2011	\$ 1,135.40	\$ 3,406.20
Opt. 7G3	4	8/9/2011	\$ 884.94	\$ 3,539.76
Opt. 7G3	4	8/9/2011	\$ 884.94	\$ 3,539.76
Opt. 7G3	4	5/25/2011	\$ 884.94	\$ 3,539.76
512545-B21	21	5/25/2011	\$ 195.30	\$ 4,101.30
507125-B21	24	5/25/2011	\$ 181.30	\$ 4,351.20
507125-B21	24	5/25/2011	\$ 182.00	\$ 4,368.00
Opt. 7G2	7	8/9/2011	\$ 632.10	\$ 4,424.70
583914-B21	4	8/9/2011	\$ 1,135.40	\$ 4,541.60

Lockheed Martin Services, Inc. (LMSI) Itemized Property Assets				
IT Assets as of 3-29-2012				
Item	Quantity	Date of Service	Cost	Total
583914-B21	4	8/9/2011	\$ 1,135.40	\$ 4,541.60
583914-B21	4	5/25/2011	\$ 1,135.40	\$ 4,541.60
579237-B21	7	5/25/2011	\$ 1,029.70	\$ 7,207.90
572071-B21	14	8/15/2011	\$ 734.30	\$ 10,280.20
SERVERS	2	7/7/2011	\$ 5,746.28	\$ 11,492.56
SM-NM-ADPTR=	2	7/7/2011	\$ 130.00	\$ 260.00
EHWIC-4ESG=	2	5/20/2011	\$ 247.00	\$ 494.00
AIM-ATM=	1	5/20/2011	\$ 580.00	\$ 580.00
CON-SNTP-2821	1	5/20/2011	\$ 663.60	\$ 663.60
VWIC2-2MFT-T1/E1=	1	6/1/2011	\$ 1,160.00	\$ 1,160.00
CON-SNT-37524PSS	5	6/1/2011	\$ 263.76	\$ 1,318.80
CON-SNT-AS2BUNK9	2	5/20/2011	\$ 752.82	\$ 1,505.64
CON-SNTP-37548PSE	2	8/5/2011	\$ 848.46	\$ 1,696.92
LIC-P42C40-MS	1	5/20/2011	\$ 2,244.90	\$ 2,244.90
CISCO2821	1	6/1/2011	\$ 2,259.10	\$ 2,259.10
CON-SNT-3845SEC	2	7/7/2011	\$ 1,184.57	\$ 2,369.14
CON-SNT-3945WSSC	2	8/5/2011	\$ 1,236.38	\$ 2,472.76
CON-ECDN-P42C40K9	1	5/20/2011	\$ 2,796.17	\$ 2,796.17
CON-SUO3-AS2A10K9	2	7/7/2011	\$ 2,507.46	\$ 5,014.92
SSM-4GE=	2	6/1/2011	\$ 2,600.00	\$ 5,200.00
ASA5520-BUN-K9	2	6/1/2011	\$ 4,597.13	\$ 9,194.26
NM-1T3/E3	2	5/20/2011	\$ 4,887.50	\$ 9,775.00
WS-C3750V2-48PS-E	2	6/1/2011	\$ 6,084.20	\$ 12,168.40
WS-C3750V2-24PS-S	5	5/20/2011	\$ 2,757.13	\$ 13,785.65
ASA5520-AIP10-K9	2	6/1/2011	\$ 7,247.10	\$ 14,494.20
CISCO3845-SEC/K9	2	8/5/2011	\$ 8,277.13	\$ 16,554.26
CTS-P42C40-K9	1	7/7/2011	\$ 18,173.47	\$ 18,173.47
C3945-WAAS-SEC/K9	2	6/23/2011	\$ 12,217.40	\$ 24,434.80
ONTSPKR	5	6/23/2011	\$ 46.00	\$ 230.00
SR20	1	6/23/2011	\$ 570.00	\$ 570.00
TRR-LD-N	1	6/23/2011	\$ 880.00	\$ 880.00
SR01	1	6/23/2011	\$ 3,300.00	\$ 3,300.00
LL2DS023	1	6/23/2011	\$ 5,000.00	\$ 5,000.00
SR13	1	6/23/2011	\$ 7,957.00	\$ 7,957.00
LLDMXC	1	6/23/2011	\$ 13,200.00	\$ 13,200.00
ONTM4-192R	5	7/11/2011	\$ 4,495.00	\$ 22,475.00
132	5	7/11/2011	\$ 0.64	\$ 3.20
3377	5	7/11/2011	\$ 0.87	\$ 4.35
2138	5	7/11/2011	\$ 1.11	\$ 5.55
133	20	7/11/2011	\$ 0.64	\$ 12.80
3381	20	7/11/2011	\$ 0.87	\$ 17.40
3378	20	7/11/2011	\$ 0.87	\$ 17.40
3380	20	7/11/2011	\$ 0.87	\$ 17.40
3382	20	7/11/2011	\$ 0.87	\$ 17.40
136	20	7/11/2011	\$ 1.11	\$ 22.20
2140	20	7/11/2011	\$ 1.11	\$ 22.20
2141	20	7/11/2011	\$ 1.11	\$ 22.20
2144	20	7/11/2011	\$ 1.11	\$ 22.20
3376	30	7/11/2011	\$ 0.87	\$ 26.10

Lockheed Martin Services, Inc. (LMSI) Itemized Property Assets				
IT Assets as of 3-29-2012				
Item	Quantity	Date of Service	Cost	Total
3389	20	7/11/2011	\$ 1.40	\$ 28.00
3391	20	7/11/2011	\$ 1.40	\$ 28.00
2153	10	7/11/2011	\$ 2.82	\$ 28.20
2132	50	7/11/2011	\$ 0.64	\$ 32.00
2136	50	7/11/2011	\$ 0.64	\$ 32.00
134	30	7/11/2011	\$ 1.11	\$ 33.30
4998	10	7/11/2011	\$ 3.35	\$ 33.50
2146	20	7/11/2011	\$ 1.78	\$ 35.60
2150	20	7/11/2011	\$ 1.78	\$ 35.60
141	15	7/11/2011	\$ 2.82	\$ 42.30
3379	50	7/11/2011	\$ 0.87	\$ 43.50
4989	20	7/11/2011	\$ 2.37	\$ 47.40
4986	20	7/11/2011	\$ 2.37	\$ 47.40
3387	40	7/11/2011	\$ 1.40	\$ 56.00
2156	20	7/11/2011	\$ 2.82	\$ 56.40
142	20	7/11/2011	\$ 2.82	\$ 56.40
2152	20	7/11/2011	\$ 2.82	\$ 56.40
4999	20	7/11/2011	\$ 3.35	\$ 67.00
3384	50	7/11/2011	\$ 1.40	\$ 70.00
3375	100	7/11/2011	\$ 0.87	\$ 87.00
3383	100	7/11/2011	\$ 0.87	\$ 87.00
3712	100	7/11/2011	\$ 0.87	\$ 87.00
145	20	7/11/2011	\$ 5.41	\$ 108.20
2142	100	7/11/2011	\$ 1.11	\$ 111.00
2143	100	7/11/2011	\$ 1.11	\$ 111.00
3713	100	7/11/2011	\$ 1.11	\$ 111.00
2139	100	7/11/2011	\$ 1.11	\$ 111.00
3716	50	7/11/2011	\$ 2.82	\$ 141.00
4996	50	7/11/2011	\$ 3.35	\$ 167.50
3388	150	7/11/2011	\$ 1.40	\$ 210.00
2154	100	7/11/2011	\$ 2.82	\$ 282.00
5000	100	8/10/2011	\$ 3.35	\$ 335.00
724 d/v cables	1	6/28/2011	\$ 10,000.00	\$ 10,000.00
NP32-BRANCH	1	6/28/2011	\$ 450.00	\$ 450.00
NVIP-NP32-DMCC-SW	1	6/28/2011	\$ 450.00	\$ 450.00
Sentinel-BASIC-64	1	6/28/2011	\$ 675.00	\$ 675.00
NP32-VOICE-ENC-A	30	6/28/2011	\$ 36.00	\$ 1,080.00
CT-NP-AV-TSAPI	1	6/28/2011	\$ 2,295.00	\$ 2,295.00
PS-IN-OC02-NP35	2	6/28/2011	\$ 1,500.00	\$ 3,000.00
PS-IN-AH03-NP32	1	6/28/2011	\$ 3,000.00	\$ 3,000.00
NVIP-NP32-DMCC-REC	30	6/28/2011	\$ 135.00	\$ 4,050.00
PS-IN-FOCSC2-NP32	1	6/28/2011	\$ 5,000.00	\$ 5,000.00
SP-CO-MAIN-STND-DIR-NP3	1	6/28/2011	\$ 5,670.00	\$ 5,670.00
SC-NP32-ENT-CHANLIC-A	1	6/28/2011	\$ 5,850.00	\$ 5,850.00
PS-IN-DMCC01-NP32	1	6/28/2011	\$ 6,500.00	\$ 6,500.00
PS-IN-DMCC01-NP32	1	6/28/2011	\$ 6,500.00	\$ 6,500.00
PS-PM-ADDFEAT01-NP35	1	6/28/2011	\$ 7,000.00	\$ 7,000.00
PS-IN-SW02-NP32	1	6/28/2011	\$ 7,500.00	\$ 7,500.00
PS-IN-ENC01-NP32	1	6/28/2011	\$ 10,000.00	\$ 10,000.00

Lockheed Martin Services, Inc. (LMSI) Itemized Property Assets				
IT Assets as of 3-29-2012				
Item	Quantity	Date of Service	Cost	Total
SP-CO-MAIN-STND-DIR-NP3	1	6/28/2011	\$ 12,735.00	\$ 12,735.00
PS-TR-CC02-NP35	1	6/28/2011	\$ 14,500.00	\$ 14,500.00
NP32-ENC-BSC-PKG	1	6/28/2011	\$ 15,750.00	\$ 15,750.00
NP35-QM-MIN	1	6/28/2011	\$ 16,088.00	\$ 16,088.00
PS-PM-CC05-NP32	1	5/25/2011	\$ 24,000.00	\$ 24,000.00
405362641	2	5/25/2011	\$ 5.65	\$ 11.30
405362641	2	5/25/2011	\$ 5.65	\$ 11.30
219056	30	5/25/2011	\$ 0.50	\$ 15.00
700476344	1	5/25/2011	\$ 62.00	\$ 62.00
219131	30	5/25/2011	\$ 2.15	\$ 64.50
700395445	4	5/25/2011	\$ 18.95	\$ 75.80
700012909	1	7/12/2011	\$ 185.00	\$ 185.00
700464506	1	5/25/2011	\$ 200.00	\$ 200.00
700406267	1	5/25/2011	\$ 220.00	\$ 220.00
700500195	1	5/25/2011	\$ 225.00	\$ 225.00
700478308	1	5/25/2011	\$ 250.00	\$ 250.00
700432529	1	5/25/2011	\$ 630.00	\$ 630.00
227571	30	5/25/2011	\$ 26.00	\$ 780.00
700394703NA	1	5/25/2011	\$ 1,400.00	\$ 1,400.00
700432503	1	5/25/2011	\$ 1,750.00	\$ 1,750.00
700463532	1	5/25/2011	\$ 2,270.00	\$ 2,270.00
64339-03NA	33	5/25/2011	\$ 91.50	\$ 3,019.50
227606	30	5/25/2011	\$ 124.00	\$ 3,720.00
228640	1	5/25/2011	\$ 4,894.00	\$ 4,894.00
700407802	1	5/25/2011	\$ 5,375.00	\$ 5,375.00
1889-20SWGNA	33	5/25/2011	\$ 185.00	\$ 6,105.00
700315567BNA	4	6/29/2011	\$ 1,720.00	\$ 6,880.00
Part#: R18-02804	10	8/3/2011	\$ 17.52	\$ 175.20
SWS-MB-SW2G-10	1	6/29/2011	\$ 196.00	\$ 196.00
Part#: 228-09443	1	5/27/2011	\$ 539.03	\$ 539.03
IM-Add20	2	8/3/2011	\$ 274.00	\$ 548.00
MB-SW2G-P-1	1	7/6/2011	\$ 895.00	\$ 895.00
Part#: 359-05402	10	6/29/2011	\$ 98.43	\$ 984.30
Part#: 359-05402	10	8/3/2011	\$ 98.43	\$ 984.30
SERV-NES-01-N	1	5/27/2011	\$ 1,200.00	\$ 1,200.00
IMW-25	2	6/29/2011	\$ 712.00	\$ 1,424.00
Part#: 228-09492	1	7/6/2011	\$ 4,307.87	\$ 4,307.87
Part#: 810-08584	1	6/29/2011	\$ 5,161.28	\$ 5,161.28
Part#: P73-05005	19	5/25/2011	\$ 435.80	\$ 8,280.20
S-DC1500-000-0-RNA500-G	1	5/25/2011	\$ 4,589.24	\$ 4,589.24
S-3D2100-IPS-C04-000-G	4	5/25/2011	\$ 2,447.24	\$ 9,788.96
DC1500-000-0-RNA500	1	5/25/2011	\$ 22,496.25	\$ 22,496.25
3D2100-IPS-C04-000	4	5/20/2011	\$ 11,996.25	\$ 47,985.00
PN 930-0073	1	5/20/2011	\$ 1,379.00	\$ 1,379.00
PN 930-0073	1	7/20/2011	\$ 1,379.00	\$ 1,379.00
PDM3520L2120-980	4	6/2/2011	\$ 526.73	\$ 2,106.92
37-0390-01-M1	2	6/2/2011	\$ 503.16	\$ 1,006.32
37-0326-05-M1	1	6/2/2011	\$ 1,343.16	\$ 1,343.16
PWR-C45-4200ACV	2	6/2/2011	\$ 1,789.49	\$ 3,578.98

Lockheed Martin Services, Inc. (LMSI) Itemized Property Assets				
IT Assets as of 3-29-2012				
Item	Quantity	Date of Service	Cost	Total
PWR-C45-4200ACV/2	2	6/2/2011	\$ 1,789.49	\$ 3,578.98
37-0390-01	2	6/2/2011	\$ 2,046.82	\$ 4,093.64
37-0326-05	1	6/2/2011	\$ 4,094.32	\$ 4,094.32
HWIC-1GE-SFP	4	6/2/2011	\$ 1,195.00	\$ 4,780.00
ASA5510-SEC-BUN-K9	2	7/22/2011	\$ 2,686.00	\$ 5,372.00
SSM-4GE=	2	6/2/2011	\$ 2,987.50	\$ 5,975.00
ASA5510-AIP20SP-K9	2	6/2/2011	\$ 3,582.00	\$ 7,164.00
GLC-T=	32	6/2/2011	\$ 236.01	\$ 7,552.32
WS-X4548-GB-RJ45V	2	6/2/2011	\$ 4,478.22	\$ 8,956.44
WS-X4548-GB-RJ45V	2	6/2/2011	\$ 4,478.22	\$ 8,956.44
WS-X4548-GB-RJ45V	2	6/2/2011	\$ 4,478.22	\$ 8,956.44
WS-X4548-GB-RJ45V	2	6/2/2011	\$ 4,478.22	\$ 8,956.44
WS-X4548-GB-RJ45V	2	6/2/2011	\$ 4,478.22	\$ 8,956.44
NM-IT3/E3=	2	6/2/2011	\$ 5,078.75	\$ 10,157.50
WS-C4507R-E	2	6/2/2011	\$ 5,971.95	\$ 11,943.90
WS-X4548-GB-RJ45V	2	6/2/2011	\$ 7,166.94	\$ 14,333.88
WS-X45-SUPGL-E	2	6/2/2011	\$ 7,166.94	\$ 14,333.88
CISCO3845	2	6/2/2011	\$ 7,767.50	\$ 15,535.00
WS-C3750V2-24TS-E	6	6/2/2011	\$ 3,579.02	\$ 21,474.12
TOTAL IT ASSET VALUE			\$	1,810,638.97

CITY OF CLINTON

SEALED BID OPENING - SUMMARY SHEET

BID OPENING JULY 31ST, 2012 - 10:30 AM

REQUESTED BID ITEMS SUMMATION

BID ITEM #1 - LEASE/PURCHASE OF FIVE (5) FORD POLICE INTERCEPTORS FOR THE CLINTON POLICE DEPARTMENT. TERMS TO BE 36 MONTHS, WITH NO BALLOON PAYMENTS. TOTAL PURCHASE PRICE TO BE \$ 114,955.00.

RESULTS AT BID OPENING

BID RECEIVED FROM		ALL REQs MET	BID DETAILS		
			INT RATE	MONTHLY PAYMENT	TOTAL COST
1	BANCORP SOUTH EQUIP FINANCE	YES	1.570%	\$ 3,271.07	\$ 117,758.52
2	REGIONS EQUIPMENT FINANCE CORP	NO ¹	1.420%	\$ 1,985.87	\$ 119,152.20
3	TRUSTMARK FINANCIAL SERVICES, INC.	YES	1.890%	\$ 3,286.93	\$ 118,329.48
4					
5					
6					
7					
8					

EXPLANATIONS

1	REGIONS - Proposal was based on a 5 year (60 Month) Term. Advertisement was for 3 year (36 Month) Terms. Therefore, the bid was rejected as not meeting the Advertised Requirements.
2	TOTAL COST ¹ of Proposals are presented as Bid (Regions - 60 Mo. x Payment, Others 36 Mo.).
3	
4	
5	

CITY REPRESENTATIVES

Russell L. Wall, City Clerk

BIDS OPENED BY

Delinna Pickering, Purchasing Agent

BID OPENING WITNESSED BY

ADDITIONAL ATTENDEES

Mr. Terry McMillan, VP Regions Bank

Mr. Nolan Aikens, VP Trustmark National Bank



7/27/2012

City of Clinton
P.O. Box 156
Clinton, Ms 39060-0156

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor: BancorpSouth Equipment Finance, a division of BancorpSouth Bank
2. Lessee: City of Clinton
3. Equipment Description 5 Vehicles
4. Equipment Cost: \$114,955.00
5. Lease Term: 3 Years
6. Lease Payments: (These are approximate payment amounts. The actual payment will be determined at funding date.)

36 Monthly payments of \$3,271.07
Payments in arrears
7. Lease Rate: 1.57%
8. Funding Date: This proposal is contingent upon the equipment being delivered and the lease funded prior to 12/31/12. If the equipment is not delivered and the lease funded prior to 12/31/12, this proposal is null and void. Any extension of the funding date must be in writing.
9. Purchase Option: Title is passed to Lessee at lease expiration for no further consideration.

10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

11. Bank Qualification: This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**

12. Tax Status: This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.

13. Net Lease: This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.

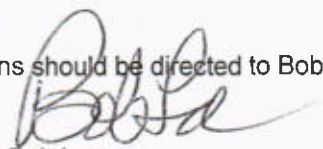
14. Financial Statements: Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness.

15. Lease Documentation: This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

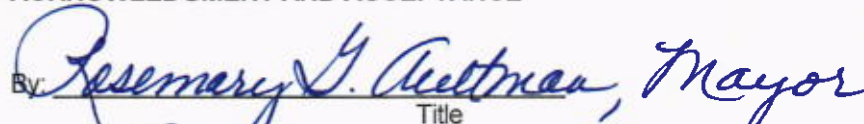
If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to BancorpSouth Equipment Finance. **The proposal is subject to approval by BancorpSouth Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

This proposal expires as of the close of business on 8/31/12. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Bob Lee at 1-800-222-1610.


Bob Lee
Municipal Finance Manager

ACKNOWLEDGMENT AND ACCEPTANCE

By: 
Title
Date: 

RESOLUTION AUTHORIZING USE OF FINANCIAL INSTITUTION

RESOLVED, that BankPlus ("Bank") is designated a depository of funds for the City of Clinton, Mississippi ("the City");

RESOLVED, that any prior resolutions remain in effect except as changed by those adopted today. The City ratifies all transactions purportedly done on its behalf with the Bank before these resolutions were delivered to the Bank. Any change (s) to these resolutions will take effect only after the Bank has received written certification of the change (s) and has had reasonable time to act on the change (s);

RESOLVED, that the City agrees to be bound by the Bank's Deposit Account Agreement for each account permitted by this resolution;

RESOLVED, the Bank is authorized to honor, pay and charge the City's accounts for any item purporting to have been signed on behalf of the City with a facsimile signature that resembles a specimen the City has certified to the Bank, no matter by whom or by what means their actual or purported signature may have been made;

RESOLVED, that the persons named below, whose manual and/or facsimile signatures are provided next to their respective names, are authorized to perform the powers listed based on number (s) following their respective names. The Bank has no duty to inquire into any power before executing it, even if the power benefits the signer individually. The required number of signatures immediately follows the description of that power;

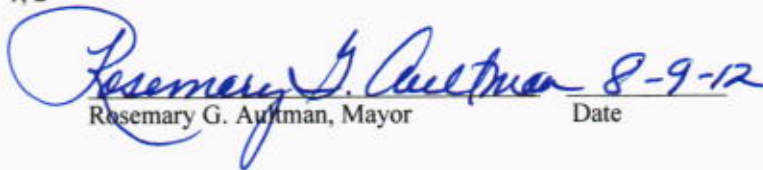
POWERS:

1. Open and close deposit accounts, sign account agreements, and sign contracts for deposit-related or other services. Signatures required: two (2)
2. Sign and authorize checks, drafts, withdrawal slips, and any other orders for the payment of money, whether by paper, electronic, or any other means, even if payable to the signer or used to discharge or reduce an obligation of the signer. Signatures required: two (2)

RESOLVED, that the City Clerk of the City of Clinton, Mississippi is directed to certify and deliver a copy of this resolution to the Bank, the signature cards bearing the genuine signatures of the persons named below, and any other documents that the Bank requires.

AUTHORIZED PERSONS. The names of authorized persons are as follows:

Rosemary G. Aultman, Mayor 1, 2
Jehu W. Brabham, Alderman-At-Large 1, 2
Russell L. Wall, City Clerk 1, 2
James (Jimmy) Baldree, Deputy City Clerk 1, 2


Rosemary G. Aultman, Mayor Date 8-9-12

Attest:


Russell L. Wall, City Clerk



BANK ACCOUNT - PRIMARY DEPOSITORY BID COMPARISON

FOR THE FISCAL PERIODS COVERING 10/1/2012 THROUGH 9/30/2014

As our two-year contract with Trustmark National Bank is ending with the current fiscal year, we recently advertised for bids and received proposals. The proposals from BankPlus and Trustmark are outlined below. This chart presents the proposals in a side-by-side method for comparison.

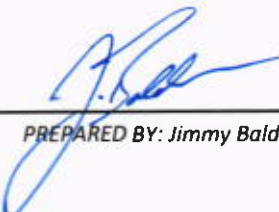
DESCRIPTION	AVG MONTHLY BALANCE	BANKPLUS		TRUSTMARK	
		RATE	EST AMOUNT	RATE	EST AMOUNT
INTEREST INCOME	7,700,000	0.150%	962.50	0.130%	834.17

DESCRIPTION	AVG MONTHLY ACTIVITY	BANKPLUS		TRUSTMARK	
		FEE	EST COST	FEE	EST COST
ACCOUNT MAINTENANCE		0.00		0.00	
DEBIT (CHECK) FEES	663	0.00	0.00	0.00	0.00
CREDIT (DEPOSIT) FEES	192	0.00	0.00	0.00	0.00
INTERNET BANKING	1	0.00	0.00	55.00	55.00
ACH (ACCESS)	1	5.00	5.00	25.00	25.00
ACH (RETURN ITEM)	15	0.00	0.00	6.00	90.00
ACH (DIRECT DEPOSIT)	300	0.00	0.00	0.10	30.00
ACH (DRAFTS)	2400	0.00	0.00	0.10	240.00
TOTAL ESTIMATED MONTHLY FEES		5.00		440.00	
EST. MONTHLY NET INCOME (EXPENSE)		\$ 957.50		\$ 394.17	

As anticipated, the bids again came in with a drop in the interest rates, due to current market situations, with rates significantly lower than we have previously been able to secure. Trustmark National Bank (the current provider) submitted an interest rate of .130%, and BankPlus is offering .150%. Copiah Bank also submitted a proposal featuring a variety of flexible interest rate calculations based on US Treasury Rates, with the highest (best case currently) resulting in a rate equivalent to .088%.

In addition to proposing a slightly higher interest rate, BankPlus has offered to waive essentially all fees associated with our normal operations. We have prepared the comparison above to calculate the anticipated monthly net income/expense of the proposals. With the inability to accurately estimate a projected return and the calculated 'best case rate' of .088%, we opted to not include an estimation for Copiah Bank in the table above.

The results of our comparisons suggest that we would be better served to select BankPlus to serve the next two years as the primary funds depository for the City of Clinton. Therefore, we propose that we contract with BankPlus to serve as the Primary Funds Depository for the City of Clinton for the Fiscal Years beginning October 1st, 2012 and ending September 30, 2014.


 PREPARED BY: Jimmy Baldree, Dept. Clerk/City Acct


 REVIEWED BY: Russell Wall, City Clerk

July 31, 2012

City of Clinton-Depository Bid
Attn: Jimmy Baldree
PO Box 156
Clinton, MS 39060

Pursuant to your recent request, BankPlus hereby submits its proposal to City of Clinton for the privilege of keeping the public funds.

BankPlus is a \$2.2 billion State-chartered, FDIC-member, commercial banking institution with 60 offices located in communities across Mississippi. BankPlus equity capital was \$213,146,000 as of the quarter ending March 31, 2012.

BankPlus is a qualified member of the State collateral pool and participates in the State guaranty pool. Furthermore the bank complies with Sections 27-105-305, 27-105-315, and 27-105-353 of the Mississippi Code of 1972, as amended, and Senate Bill 3064 as passed during the 2000 Legislative session. The securities pledged for the privilege of keeping the funds will be only those securities eligible as prescribed by State law.

BankPlus will agree to pay interest on interest-checking accounts maintained with us at a fixed rate of interest equal to 0.15% with an annual percentage yield of **0.15%**. This rate would remain fixed during the **two-year** term of this proposal. This rate shall revert to a default rate after the end of the term, September 30, 2014.

BankPlus offers many locations with 7-to-7 banking as well as night depository services. BankPlus provides internet banking services with our e-BankPlus web-based product. Enrollment is required, yet there is no charge for enrollment, monthly access, or information relating to your account. This includes free access to your daily balance, account activity including images of recent paper items posted to your account, positive pay reconciliation, import of transaction history into your accounting software, statement research and more. The ability to perform wire transfers, direct deposit, direct debit, and EFTPS tax payments are available for a modest fee. There is a monthly \$5 electronic banking (E-BankPlus for Business) fee for ACH and Wire Transfers. For the safety of our customers, BankPlus utilizes a token security device to initiate ACH and wire transfers. These transactions will be initiated using E-BankPlus for Business and all authorized personnel who will be involved in the initiation or approval of ACH or Wire transactions must have their own GO ID token. The \$5 monthly charge for the token is assessed though on a per company basis, meaning if there are 4 users each with one token (4 tokens) the fee is still only \$5 per month. However, in the event that a token is lost, a replacement token will cost \$10 per token.



BankPlus offers a remote deposit capture service called "DepositPlus". DepositPlus provides you with the ability to scan checks for deposit into your account from your office, thereby saving you the time and cost of daily trips to a BankPlus location. Since checks move electronically DepositPlus also speeds the availability of funds to your account. The service is provided free of charge and you are not required to buy the equipment. The equipment would be leased from BankPlus for a monthly fee.

Thank you for the opportunity to provide banking services for the City. We appreciate your business and look forward to working with you more in the future. Should you have any specific questions about our services, please contact me and I will be happy to talk with you.

Yours truly,

A handwritten signature in black ink, appearing to read "John Murphy". The signature is stylized with a large initial "J" and a long, sweeping underline.

John Murphy
President
BankPlus

Account maintenance fee	\$8.00 Waived
Debits fee	\$0.15 per Waived
Credits fee	\$0.08 per Waived
Deposits fee	\$0.08 per Waived
Items deposited fee	\$0.08 per Waived
Deposit item return fee	No Charge
** DepositPlus – equipment lease	\$49.95/mo - optional
Incoming wire transfer fee	\$10 Waived
**Outgoing wire transfer fee	\$10 Free through e-banking
Positive Pay	\$10 Waived
Uncollected balance percentage or fee	8% - Waived
Float adjustment percentage or fee	No Charge
FDIC charge percentage or fee	No Charge
**Stop payment fee	\$36 each
Special handling of checks (sort)	No Charge
Electronic debit fee	\$0.07 per - Waived
Electronic credit fee	\$0.07 per - Waived
**ACH/Wire token fee	\$5/month
ACH return item fee	\$0.07 per - Waived
ACH direct deposit transaction fee	\$0.07 per - Waived
**Account reconciliation fee	\$10.00 - Waived
**Web or PC bank link fee	No charge
Federal EFTPS fees	\$0.07 per - Waived
Charges for checks and deposit slips	Actual Cost
Depository bags	Actual Cost

ADDENDUM

Outgoing wire transfers Wires not initiated through e-banking cost **\$20 for domestic** and **\$50 for foreign**

Stop Payments Available through e-BankPlus or by calling customer service

Account reconciliation E-BankPlus includes the ability to download transactions into accounting software

Web or PC bank link e-BankPlus offers online bill payment, Fedwire transfers, ACH payments, account transfer payments, payroll payments, stop payments and more; a demo is available at www.bankplus.net

DepositPlus: DepositPlus provides you with the ability to scan checks for deposit into your account from your office, thereby saving you the time and cost of daily trips to a BankPlus location. Since checks move electronically, DepositPlus also speeds the availability of funds to your account. There is no equipment to purchase. The equipment would be leased from BankPlus for a monthly fee.

ACH/Wire token fee Additional agreements are required for ACH and Wiring capabilities through e-banking and a token is issued for security purposes. There is also a \$10 charge for lost tokens.

Credit/Debit Card Payments

BankPlus, like most banks, contracts with a third party vendor to provide for acceptance of credit/debit card payments. BankPlus does not charge fees to municipalities for credit or debit card payments. Our third party vendor as well as any other vendor of these services does charge processing fees to cover costs associated with collections, operations and overhead.

Section 17-25-1 of the Mississippi Code of 1972* allows municipalities to accept payments by credit cards, charge cards, and debit cards. The Code also states that fees or charges associated with the use of these payments will "be assessed to the user of the electronic payment as an additional charge for processing the electronic payment" OSA Circular No. 14*, from the state auditor's office, states that the contract entered into by the municipality with the credit card company "must allow the addition of the processing fee to the originating tax, fee or other payment"

Instead of charging a fee to the credit card user, many municipalities have come to expect banks to reimburse the fees that are charged to them by the credit card companies. The total amount of this expense can vary widely and is dependent on how many people choose to pay with a credit/debit card. Many banks will compensate for this unknown expense by paying the municipality a much lower interest rate on their balances to ensure the bank's profitability.

BankPlus chooses not to hide this cost in an unnaturally low rate, but instead will pay a 'market' rate and does not pay the municipality's credit/debit card fees. Municipalities can then decide whether to assess a charge to the user of the credit/debit card as is allowed by code and should be provided for in the municipality's contract with the credit card company according to the state auditor's office.

While these fees are our standard fees for all customers, if the customer has higher volume then their fees should be lower. An analysis based on the customer's prior merchant services activity can provide a more accurate representation of potential fees.

BankPlus' Third Party Vendor Fees

Credit Card Processing			
Visa/MasterCard Discount Rate	1.91%	+ Transaction Fee	0.19
Visa/MC Offline Debit Disc. Rate	1.51%	+ Transaction Fee	0.19
American Express Disc. Rate	3.25%	+ Transaction Fee	0.00
Discover Discount Rate	2.42%	+ Transaction Fee	0.19
Fees			
Reprogram Fee	0.00	Mid Qual.	0.80%
Statement Fee	7.00	Non Qual.	1.40%
Monthly Minimum	0.00	Chargeback Fee	\$15.00
(Visa/MC sales must exceed \$1,150)			
Voice Authorization	0.80		
Equipment			
Terminal: Omni 3730	\$375.00		

* Copies of the Section 1725-1 of the Mississippi Code of 1972 and OSA Circular No. 14 can be faxed upon request.

STATE OF MISSISSIPPI

TREASURY DEPARTMENT



*Having complied with all the requirements of law, and having placed approved securities with the State Treasurer of Mississippi, **BankPlus** is hereby appointed a*

STATE DEPOSITORY

for a term of one year ending the thirtieth day of November, 2012, and is hereby authorized and empowered to receive and disburse, according to law, any and all State Funds, there offered for demand deposits and for investment in Time Certificates of Deposit or other authorized securities but shall not have on deposit at any time an amount exceeding that authorized by Section 27-105-9, Mississippi Code (1972) as amended, or other applicable law or regulation unless otherwise ordered by the State Treasurer.

In witness whereof, the State Treasurer has ordered this Commission issued and has duly signed and affixed the Seal of Office of the Treasurer of the State of Mississippi thereto on this the first day of December, 2011.

A handwritten signature in cursive script that reads "Tate Reeves".

Tate Reeves

Treasurer of the State of Mississippi

CITY OF CLINTON

DEPARTMENT OF FINANCE AND ADMINISTRATION

PO BOX 156 CLINTON, MS 39060

601-924-5474

BILL OF SALE

BE IT KNOWN, that for payment in the sum of \$ 15,000 (Fifteen Thousand US Dollars), the full receipt of which is acknowledged below, the City of Clinton, Mississippi (Seller), hereby sells and transfers to the City of Byram, Mississippi (Buyer), the following described vehicle:

1993 Model E-One Cyclone Pumper Truck
VIN # 4ENAAA8XP1002323

The sale is subject to the following conditions and representations:

Seller acknowledges receipt of \$ 15,000 (Fifteen Thousand US Dollars) in full for the above described vehicle.

Seller warrants to Buyer that Seller has good and marketable title and registration to said property, full authority to sell and transfer said property, and that said property is sold free of all liens, encumbrances, liabilities, and adverse claims of every nature and description whatsoever, and certify that all of the information provided in this Bill of Sale is true and accurate, to the best of my knowledge.

I, the undersigned buyer, acknowledge receipt of this Bill of Sale along with the Mississippi Certificate of Title (# 7437033) for the above described vehicle. Furthermore, it is understood that there is no guarantee or warranty, expressed or implied, with respect to the above described property, and that the vehicle is sold "where is" in "as is" condition.

Seller City of Clinton, Mississippi
PO Box 156
Clinton, MS 39060

Buyer City of Byram, Mississippi
PO Box 720222
Byram, MS 39272

Russell L Wall 8-9-12
REPRESENTATIVE SIGNATURE & DATE (Seller)

Angela E. Richburg 8/9/12
REPRESENTATIVE SIGNATURE & DATE (Buyer)

RUSSELL L WALL, City Clerk/CFO
REPRESENTATIVE PRINTED NAME & TITLE (Seller)

Angela E. Richburg, City Clerk
REPRESENTATIVE PRINTED NAME & TITLE (Buyer)

JB 8/8/12
WITNESSED BY

Marshall E. Richburg 8/8/12
WITNESSED BY

CITY OF CLINTON

DEPARTMENT OF FINANCE AND ADMINISTRATION
PO BOX 156 CLINTON, MS 39060
601-924-5474

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Seller City of Clinton, Mississippi
PO Box 156
Clinton, MS 39060

Buyer City of Byram, Mississippi
PO Box 720222
Byram, MS 39272

REPRESENTATIVE SIGNATURE & DATE (Seller)

ROSEMARY G. HULTMAN, MAYOR
REPRESENTATIVE PRINTED NAME & TITLE (Seller)

WITNESSED BY

REPRESENTATIVE SIGNATURE & DATE (Buyer)

REPRESENTATIVE PRINTED NAME & TITLE (Buyer)

WITNESSED BY

sch. 01

7947506

CERTIFICATE OF TITLE

STATE OF MISSISSIPPI

VEHICLE IDENTIFICATION NUMBER

4ENAAAA8XP1002323

MAKE

EMER

YEAR

93

MODEL

FIR

BODY

CC

TITLE NUMBER

6372405-01

TITLE DATE

09/02/93

DATE OF FIRST SALE
FOR USE NEW ONLY

04/12/93

NO.
CYL

NEW/USED

06 X

TYPE OF VEHICLE

TK-TR 000

PAID
OR OVR

ORIGINAL

OWNER

CITY OF CLINTON

P DBX156

CLINTON

MS 39060

ODOMETER - TENTHS NOT INCLUDED

000000

1ST LIENHOLDER (OR OWNER IF NO LIEN)

FIRST CONTINENTAL LEASING CORP

P O BOX 15097

HATTIESBURG

MS 39402

DATE
MO. | DAY | YR.

07/12/93

2ND LIENHOLDER

DATE
MO. | DAY | YR.

LIEN SATISFACTION —

THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN First Continental Leasing

(LIENHOLDER)

BY

Wendell G. Leland Jr

(SIGNATURE AND TITLE)

THIS 20th

DAY OF

August19 98

2ND LIEN

(LIENHOLDER)

BY

(SIGNATURE AND TITLE)

THIS

DAY OF

19



IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 02 DAY OF SEPTEMBER 19 93

93242465001

00485
STATE TAX COMMISSIONWendell G. Leland Jr

CHAIRMAN

CONTROL NUMBER

7437038

The Mississippi State Tax Commission hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests herein set forth and such liens or security interests as may subsequently be filed with the State Tax Commission. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

VOID IF ALTERED

EXPRESSIONS OF INTEREST (Evaluation and Ranking)

County: Hinds

Local Public Agency: City of Clinton MS

Project Number: STP-7365-00(001)LPA/105562-70100

Project Termini: Construction will include from the end of existing Hampstead Blvd. near Morrison Heights Church to existing Walmart

Project Description: The Project will provide 3 lane curb and gutter typical section (2 thru lanes with a continuous turn lane with adequate storm and drainage and utilities)

Total Weight should be 1.00 ▶ 1.00

FIRM'S NAME	WEIGHT→	CRITERIA TO BE EVALUATED CRITERIA are defined in fields at the bottom of the form						SCORE	RANK
		1	2	3	4	5	6		
		0.20	0.20	0.20	0.20	0.20			
WGK Engineers								10.00	1
	RATE	10.0	10.0	10.0	10.0	10.0			
	VALUE	2.00	2.00	2.00	2.00	2.00	0.00		
URS/ Thompson Engineers								9.84	2
	RATE	10.0	10.0	9.9	9.8	9.5			
	VALUE	2.00	2.00	1.98	1.96	1.90	0.00		
	RATE								
	VALUE	0.00	0.00	0.00	0.00	0.00	0.00		
	RATE								
	VALUE	0.00	0.00	0.00	0.00	0.00	0.00		
	RATE								
	VALUE	0.00	0.00	0.00	0.00	0.00	0.00		
	RATE								
	VALUE	0.00	0.00	0.00	0.00	0.00	0.00		
	RATE								
	VALUE	0.00	0.00	0.00	0.00	0.00	0.00		

CRITERIA TO BE EVALUATED

- 1 = Qualifications of the firms staff
 2 = Company infrastructure and staffing resources
 3 = Experience of the consultant with similar work completed within last 5 years
 4 = Past performance of the consultant
 5 = Proximity to the location
 6 =

WEIGHT

The WEIGHT assigned to each criteria to be evaluated [i.e. 0.25, 0.1, etc. It is not necessary to enter Zeros after a decimal or the decimal if no decimals follow]
 The accumulative total of all WEIGHT's must equal 1.00

RATE

1.0 - 10.0 [with 10.0 being the highest. It is not necessary to enter Zeros after a decimal or the decimal if no decimals follow]
 9.6 - 10.0 = The firm's qualifications are Excellent
 6.0 - 9.5 = The firm's qualifications are Good
 3.0 - 5.9 = The firm's qualifications are Fair
 1.0 - 2.9 = The firm's qualifications are Poor
 You may use fractions or whole numbers [i.e. 9.8, 9.5, 8, etc.]

VALUE

Calculated: VALUE = WEIGHT x RATE

SCORE

Calculated: SCORE = VALUE1 + VALUE2 + VALUE3 + VALUE4 + VALUE5

RANK

Calculated: The higher the Score the higher the rating



signature of evaluator

EXPRESSIONS OF INTEREST (Evaluation and Ranking)

nty: Hinds

Local Public Agency: City of Clinton MS

Project Number: STP-7365-00(001)LPA/105562-70100

Project Termini: Construction will include from the end of existing Hampstead Blvd. near Morrison Heights Church to existing Walmart

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Total Weight should be 1.00 ▶ 1.00

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		1	2	3	4	5	6		
		0.20	0.20	0.20	0.20	0.20			
WGK Engineers	RATE	10.0	10.0	10.0	10.0	10.0		10.00	1
	VALUE	2.00	2.00	2.00	2.00	2.00	0.00		
URS/ Thompson Engineers	RATE	10.0	10.0	9.9	9.8	9.5		9.84	2
	VALUE	2.00	2.00	1.98	1.96	1.90	0.00		
	RATE								
	VALUE	0.00	0.00	0.00	0.00	0.00	0.00		
	RATE								
	VALUE	0.00	0.00	0.00	0.00	0.00	0.00		
	RATE								
	VALUE	0.00	0.00	0.00	0.00	0.00	0.00		
	RATE								
	VALUE	0.00	0.00	0.00	0.00	0.00	0.00		
	RATE								
	VALUE	0.00	0.00	0.00	0.00	0.00	0.00		
	RATE								
	VALUE	0.00	0.00	0.00	0.00	0.00	0.00		

CRITERIA TO BE EVALUATED

- 1 = Qualifications of the firms staff
- 2 = Company infrastructure and staffing resources
- 3 = Experience of the consultant with similar work completed within last 5 years
- 4 = Past performance of the consultant
- 5 = Proximity to the location
- 6 =

WEIGHT

The WEIGHT assigned to each criteria to be evaluated [i.e. 0.25, 0.1, etc. It is not necessary to enter Zeros after a decimal or the decimal if no decimals follow]
The accumulative total of all WEIGHT's must equal 1.00

RATE

1.0 - 10.0 [with 10.0 being the highest. It is not necessary to enter Zeros after a decimal or the decimal if no decimals follow] :

- 9.6 - 10.0 = The firm's qualifications are Excellent
- 6.0 - 9.5 = The firm's qualifications are Good
- 3.0 - 5.9 = The firm's qualifications are Fair
- 1.0 - 2.9 = The firm's qualifications are Poor

You may use fractions or whole numbers [i.e. 9.8, 9.5, 8, etc.]

VALUE

Calculated: $VALUE = WEIGHT \times RATE$

SCORE

Calculated: $SCORE = VALUE1 + VALUE2 + VALUE3 + VALUE4 + VALUE5$

RANK

Calculated: The higher the Score the higher the rating

Rosemary B. Quetman
signature of evaluator

EXPRESSIONS OF INTEREST (Evaluation and Ranking)

City: Hinds

Local Public Agency: City of Clinton MS

Project Number: STP-7365-00(001)LPA/105562-70100

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Total Weight should be 1.00 → 1.00

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		1	2	3	4	5	6		
		0.20	0.20	0.20	0.20	0.20			
WGK Engineers	RATE	10.0	10.0	10.0	10.0	10.0		10.00	1
	VALUE	2.00	2.00	2.00	2.00	2.00	0.00		
URS/ Thompson Engineers	RATE	10.0	10.0	9.9	9.8	9.5		9.84	2
	VALUE	2.00	2.00	1.98	1.96	1.90	0.00		
	RATE								
	VALUE	0.00	0.00	0.00	0.00	0.00	0.00		
	RATE								
	VALUE	0.00	0.00	0.00	0.00	0.00	0.00		
	RATE								
	VALUE	0.00	0.00	0.00	0.00	0.00	0.00		
	RATE								
	VALUE	0.00	0.00	0.00	0.00	0.00	0.00		
	RATE								
	VALUE	0.00	0.00	0.00	0.00	0.00	0.00		
	RATE								
	VALUE	0.00	0.00	0.00	0.00	0.00	0.00		

CRITERIA TO BE EVALUATED

- 1 = Qualifications of the firms staff
 2 = Company infrastructure and staffing resources
 3 = Experience of the consultant with similar work completed within last 5 years
 4 = Past performance of the consultant
 5 = Proximity to the location
 6 =

WEIGHT

The WEIGHT assigned to each criteria to be evaluated (i.e. 0.25, 0.1, etc. It is not necessary to enter Zeros after a decimal or the decimal if no decimals follow)
 The accumulative total of all WEIGHT's must equal 1.00

RATE

1.0 - 10.0 [with 10.0 being the highest. It is not necessary to enter Zeros after a decimal or the decimal if no decimals follow]

9.6 - 10.0 = The firm's qualifications are Excellent

6.0 - 9.5 = The firm's qualifications are Good

3.0 - 5.9 = The firm's qualifications are Fair

1.0 - 2.9 = The firm's qualifications are Poor

You may use fractions or whole numbers [i.e. 9.8, 9.5, 8, etc.]

VALUE

Calculated: $VALUE = WEIGHT \times RATE$

SCORE

Calculated: $SCORE = VALUE1 + VALUE2 + VALUE3 + VALUE4 + VALUE5$

RANK

Calculated: The higher the Score the higher the rating

John Belham
 signature of evaluator

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Ja Duckworth
Deputy Executive Director/
Administration



Melinda L. McGrath
Executive Director

Dick Hall
Central District Commissioner

J. Kevin Magee
District 3 Engineer

David Foster
District 5 Engineer

P. O. Box 90 / Newton, Mississippi 39345-0090 / Telephone (601) 683-3341 / FAX (601) 683-7030 / GoMDOT.com

June 29, 2012

Honorable Rosemary Aultman
City of Clinton
P.O. Box 156
Clinton, Mississippi 39060

RE: Interstate 20 from Natchez Trace to SR 18
Project No. NH-0020-01(197) / 106127-301000
Landscaping Agreement
City of Clinton, Hinds County

Dear Mayor Aultman;

Attached you will find two (2) originals of a "LANDSCAPING AGREEMENT", which address the proposed installation and maintenance of landscaping on the above referenced project as it relates to the Interstate 20 / Springridge Road Intersection in the City of Clinton.

If the Agreement meets with your approval, please execute the two (2) originals and return them, along with two (2) certified copies of the Board Orders, to our office in Newton for further processing. We will furnish you with an original executed set following execution by the Mississippi Transportation Commission.

If additional information is needed, please feel free to call.

Sincerely,

DAVID FOSTER
DISTRICT ENGINEER

Interstate 20 from Natchez Trace to SR 18
Project No. NH-0020-01(197) / 106127-301000
Landscaping Agreement
Mayor Aultman
June 29, 2012

Enclosure

DF:DGC:dlgc

PC: Mrs. Amy Mood, Asst. Chief Engineer - Pre Construction (w/attachment)
Mr. John Reese, Roadway Design Engineer
Legal Division (w/attachment)
Project File (Via Reeves) (Email: Cleveland) (w/attachment)

MISSISSIPPI TRANSPORTATION COMMISSION
AND THE CITY OF CLINTON
AGREEMENT
FOR INSTALLATION AND MAINTENANCE OF
LANDSCAPING OF THE INTERSTATE 20 - SPRINGRIDGE ROAD INTERCHANGE

This Contract and Agreement, hereinafter referred to as "AGREEMENT", is made and entered into by and between the Mississippi Transportation Commission, hereinafter referred to as "COMMISSION", acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation, hereinafter referred to as "MDOT"; and the City of Clinton, Mississippi, hereinafter referred to as "CITY", a Mississippi municipal corporation, acting by and through its duly authorized Mayor, effective as of the date of last execution below.

WITNESSETH:

WHEREAS, the CITY desires to make certain aesthetic improvements and proposes to perform enhancements within the MDOT rights of way from ramp termini to ramp termini at the Interstate 20 - Springridge Road Interchange, excluding the Interstate median, as shown on Federal Aid Project Number NH-0020-01(197) / 106127-301000, between the Natchez Trace Parkway and State Route 18, within the corporate limits of the CITY; and

WHEREAS, said improvements are to include the pickup and the removal of litter, mowing, planting, and the maintenance of flowers, shrubs, bushes, and/or other types of flora; and

WHEREAS, in order to accommodate the CITY'S request, the CITY and the MDOT agree to the following:

The MDOT shall:

1. Include said initial aesthetic improvements and enhancements as part of the above referenced Federal Aid Project Number NH-0020-01(197) / 106127-301000.
2. Retain the right to perform necessary maintenance and/or construction within the limits desired to meet traffic needs as determined by the MDOT; including the right to remove any landscaping, plantings, and improvements placed by the MDOT and/or by the CITY, if not sufficiently maintained by the CITY, if dictated by safety concerns and/or if to accommodate future design changes and/or for access needs to the highway.
3. Reserve the right to approve all permits for ingress and egress and other uses of highway rights-of-way other than those specifically granted to the CITY herein.
4. Upon completion of the above referenced construction project, notify the CITY to assume all landscaping maintenance responsibility.

Following notification by the MDOT, the CITY shall:

1. Immediately assume landscaping maintenance responsibilities, including removal of litter and mowing.

2. Advise the MDOT, Fifth District Engineer, of the CITY's proposal to plant additional flowers, shrubs, bushes, flora, etc., and gain approval of a MDOT maintenance permit prior to initiating planting. Said proposal shall include the types and arrangements of vegetation to be planted.
3. Provide necessary work zone signing in accordance with the Manual of Uniform Traffic Control Devices (MUTCD), latest edition, to cover each operation when performed within the rights-of-way of Interstate 20 and that portion of Springridge Road under the jurisdiction of the MDOT.
4. Provide the necessary police protection in and around work sites to ensure the safety of laborers and the traveling public. Notwithstanding this or any other provision herein, this Agreement shall in no way be construed to create a third party benefit to any contractor, motorist, pedestrian, worker, entity, or individual.
5. Provide the necessary funding to cover the cost of equipment, plants, labor, etc., to accomplish and maintain a desirable aesthetic appearance, including arranging for Utility Company Agreements for necessary metering devices for water and power and direct billing to the CITY.
6. Provide the necessary liability insurance to cover injuries, damage to property or vehicles incurred during the time they are working within the rights-of-way of said highway, and indemnify and hold harmless the COMMISSION, MDOT, its employees and its agents for any liability incurred to any third party arising out of the

activities contemplated by this Agreement unless such liability was the proximate result of an intentional act by the COMMISSION, MDOT, its agents and/or employees.

7. Agree that all flower and shrub plantings be trimmed and maintained to a maximum height of 24 inches above the pavement edge.
8. Agree that in areas without curb, trees such as Bradford Pears, Magnolias, pines, and hardwoods be planted no closer than 30 feet (60 feet on interstate) from the edge of pavement and that the drip-line of mature trees and bushes shall not extend beyond the shoulder break (10 foot minimum - 12 foot minimum on Interstates) (See attached sketch).
9. Agree that in areas with curb, trees shall be planted no closer than 10 feet behind the curb face and that the drip-line of mature plants taller than 24 inches shall be a minimum of 5 feet behind the face of the curb and plants 24 inches and under shall be a minimum of 1.5 feet from the face of the curb (See attached sketch).
10. Allow no trees (plants with trunk diameters greater than 4 inches at maturity) or plants taller than 24 inches in sight flares, islands, or within 150 feet from an intersection or nose point of a median crossover. Any plantings that interfere with signs, traffic signals, sight distance, etc., shall be trimmed or removed as necessary to maintain a safe condition for motorists.

11. Should this Agreement be canceled, agree to remove the plants and/or vegetation from the rights-of-way and islands and resod with grass and/or replace with Portland cement concrete pavement, as per MDOT specifications, at no cost and as directed by the MDOT.
12. Continue to recognize MDOT's exclusive right to control, use, license, grant, or refuse all ingress, egress, or other highway right of way use unless otherwise specifically granted to the CITY herein. It is specifically acknowledged that only MDOT can grant permits for the ingress to, egress from, or occupation of the highway right of way.
13. The CITY represents that it is in compliance with the Immigration Reform and Control Act of 1986 also known as the Simpson-Mazzoli Act (Public Law 99-603), as amended, in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The CITY further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CITY acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit,

certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CITY also acknowledges liability for any additional costs incurred by the COMMISSION due to such contract cancellation or loss of license or permit.

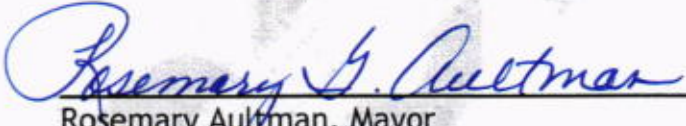
NOW, THEREFORE, it is hereby agreed that following MDOT notification for the CITY to assume landscaping maintenance, the COMMISSION grants permission to the CITY to pick up and remove litter, mow, and establish and maintain flowers, shrubs, bushes, and other types of flora within the limits and provisions herein described.

This Agreement may be canceled by either party only after the other party has been notified of the reason for cancellation. Said notification must be a minimum of thirty (30) days prior to the expected date of cancellation. The term of this Agreement is continuous until one or the other party determines cancellation is necessary, at which time a thirty (30) day notice must be sent to the other party as required.

Authorized by City Board / Council of the City of Clinton on the 7th day of August, 2012, per Order found in Minute Book of August 7, 2012, at page _____ and executed by the Mayor acting by and on behalf of the City of Clinton, Mississippi this the 7th day of August, 2012.

FOR THE CITY OF CLINTON, MISSISSIPPI

WITNESS this, my signature in execution hereof, this the 7th day of August, 2012.



Rosemary Aultman, Mayor

ATTEST:
(AFFIX SEAL)





FOR THE MISSISSIPPI TRANSPORTATION
COMMISSION ACTING BY AND THROUGH
THE EXECUTIVE DIRECTOR OF THE
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WITNESS this, my signature in execution hereof, this the _____ day of _____, 2012.

Melinda L. McGrath
Executive Director
Mississippi Department of Transportation

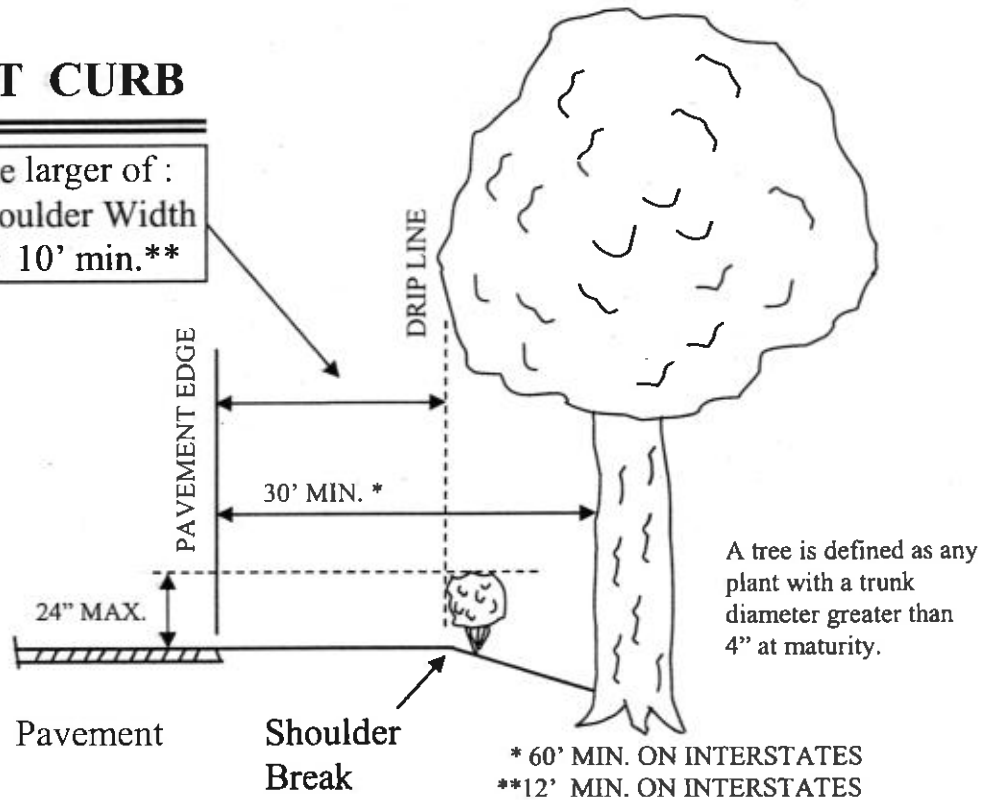
APPROVED: _____, 2012.
BOOK _____ PAGE _____

PLANTING GUIDELINE SKETCH

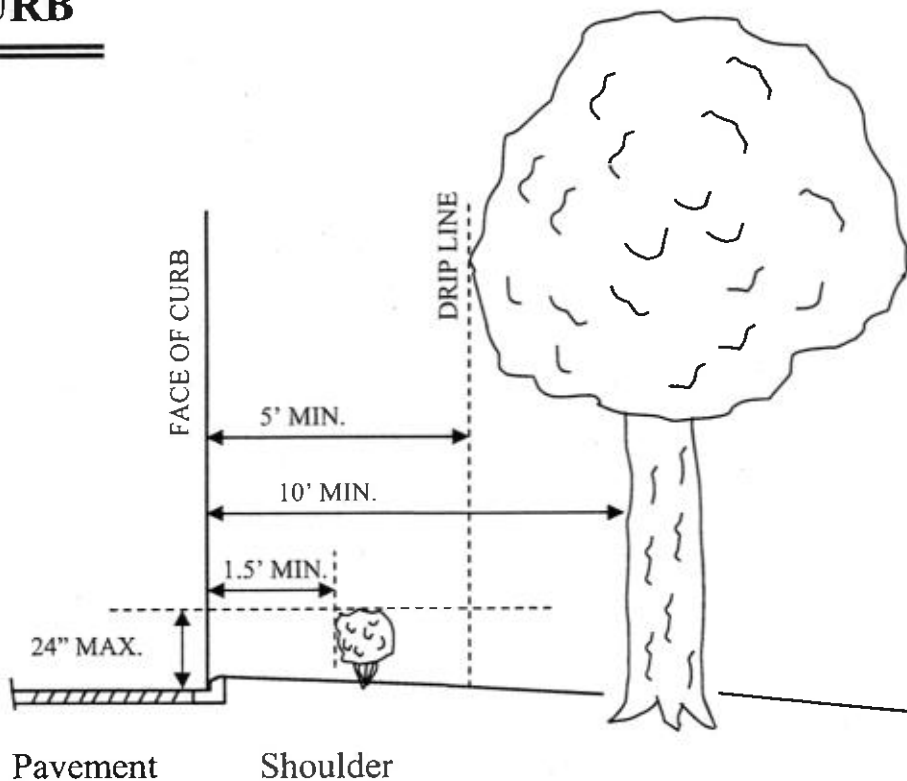
10/14/03

WITHOUT CURB

The larger of :
Shoulder Width
or 10' min.**



WITH CURB



Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Jack Duckworth
Deputy Executive Director/
Administration



Melinda L. McGrath
Executive Director

Dick Hall
Central District Commissioner

J. Kevin Magee
District 3 Engineer

David Foster
District 5 Engineer

P. O. Box 90 / Newton, Mississippi 39345-0090 / Telephone (601) 683-3341 / FAX (601) 683-7030 / GoMDOT.com

June 29, 2012

Honorable Rosemary Aultman
City of Clinton
P.O. Box 156
Clinton, Mississippi 39060

RE: Interstate 20 from Natchez Trace to SR 18
Project No. NH-0020-01(197) / 106127-301000
Lighting Agreement
City of Clinton, Hinds County

Dear Mayor Aultman,

Attached you will find two (2) originals of a "LIGHTING AGREEMENT", which address the proposed construction and maintenance of the proposed lighting system on the above referenced project as it relates to the Interstate 20 / Springridge Road Intersection in the City of Clinton.

If the Agreement meets with your approval, please execute the two (2) originals and return them, along with two (2) certified copies of the Board Orders, to our office in Newton for further processing. We will furnish you with an original executed set following execution by the Mississippi Transportation Commission.

If additional information is needed, please feel free to call.

Sincerely,

DAVID FOSTER
DISTRICT ENGINEER

Interstate 20 from Natchez Trace to SR 18
Project No. NH-0020-01(197) / 106127-301000
Lighting Agreement
Mayor Aultman
June 29, 2012

Enclosure

DF:DGC:dlgc

PC: Mrs. Amy Mood, Asst. Chief Engineer - Pre Construction (w/attachment)
Mr. John Reese, Roadway Design Engineer
Legal Division (w/attachment)
Project File (Via Reeves) (Email: Cleveland) (w/attachment)

MISSISSIPPI TRANSPORTATION COMMISSION
AND THE CITY OF CLINTON
AGREEMENT
FOR CONSTRUCTION AND MAINTENANCE OF A HIGHWAY LIGHTING SYSTEM
FOR THE INTERSTATE 20 -SPRINGRIDGE ROAD INTERCHANGE

This AGREEMENT is made and entered into by the Mississippi Transportation Commission (COMMISSION), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation, and the City of Clinton, Mississippi (CITY), a Mississippi Municipal Corporation, acting by and through its duly authorized Mayor, effective as of the date of the latest execution below.

WITNESSETH:

WHEREAS, the COMMISSION proposes to construct and install lighting on and along Interstate 20 at the Springridge Road Interchange, said interchange being included in a project from the Natchez Trace Parkway to State Route 18 (the PROJECT), currently known as Federal Aid Project No. NH-0020-01(197) / 106127-301000, Hinds County; and

WHEREAS, the COMMISSION is preparing plans and specifications for the said proposed construction; and

WHEREAS, the COMMISSION proposes to construct a fully operational roadway lighting system to satisfactorily light the roadway to acceptable standards, with the cost of installation being paid by the COMMISSION under the contract provisions of the PROJECT; and

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

I

The CITY will execute and spread upon the minutes of the Board of Aldermen, this AGREEMENT, and will furnish a copy of said minutes to the COMMISSION upon execution of the AGREEMENT by the CITY.

II

The CITY agrees to, assume, and "take over" for normal and routine maintenance that portion of the roadway lighting system located within the PROJECT limits, including any and all replacement parts, labor, equipment and maintenance to replace light bulbs, ballasts, fuses and plugs, or other appurtenances and the cost of electrical service to light the system, and all other incidentals necessary to maintain the system in a safe and satisfactory manner, including the cost for the monthly utility service beginning the first billing cycle after the PROJECT is released from maintenance at the completion of the construction. The COMMISSION will perform full maintenance of the lighting system and bear the cost for the monthly utility service until that time. After assuming maintenance responsibilities, all traffic control necessary to maintain the lighting system will be provided by the CITY in accordance with the most current version of the Manual on Uniform Traffic Control Devices (MUTCD).

III

The CITY represents that it is in compliance with the Immigration Reform and Control Act of 1986 also known as the Simpson-Mazzoli Act (Public Law 99-603), as amended, in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The CITY further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain

records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this AGREEMENT and maintaining such certifications for inspection if requested. The CITY acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CITY also acknowledges liability for any additional costs incurred by the Commission-Incumbent due to such contract cancellation or loss of license or permit.

IV

The COMMISSION does grant to the CITY access to, over and on the right-of-way necessary to reach the location of the roadway lighting towers and the buried electrical cable to maintain same as required.

V

This AGREEMENT may only be terminated by mutual agreement of both parties. The term of this AGREEMENT is to begin on the latest date of signing below and is to continue until terminated as provided above. Upon termination of this AGREEMENT, the lighting system will be removed by the COMMISSION and the CITY will reimburse the COMMISSION for the cost of removal. The lighting equipment will remain the property of the COMMISSION.

VI

Both parties hereto represent that they have authority to enter into this AGREEMENT and certified copies of the applicable CITY and COMMISSION Orders are attached hereto.

VII

GENERAL PROVISIONS:

AMENDMENT - This AGREEMENT may be amended in writing as mutually agreed upon by the parties in writing.

SEVERABILITY - Should any provision of this AGREEMENT be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this AGREEMENT shall remain in full force and effect.

THIRD PARTY BENEFICIARY - It is not intended by any of the provisions of this contract to create in the public or any member thereof as a third party beneficiary or to authorize any one not a party to this contract to maintain a suit for personal injury, contractual damage or property damage pursuant to the provisions of this contract. The duties, obligations, and responsibilities of the parties to this contract with respect to third parties shall remain as imposed by law.

LEGAL RESPONSIBILITY - Unless specifically agreed to elsewhere, the parties hereto agree that the COMMISSION has no authority to select, supervise, or compensate any contractor or employee engaged by the CITY to perform the above described maintenance, and the CITY takes full responsibility for those functions. No employee, agent, or contractor of the CITY will, under the provisions of this AGREEMENT, be entitled to any right or benefit accorded to any contractor, agent, or employee of the COMMISSION or the Mississippi Department of Transportation.

IN WITNESS WHEREOF, the COMMISSION and the CITY each binds itself, or its successors, and assigns to the other party of this AGREEMENT, and to the successors and assigns of each party in respect of all covenants of this AGREEMENT.

FOR THE CITY OF CLINTON, MISSISSIPPI

WITNESS this, my signature in execution hereof, this the 7th day of August, 2012.


Rosemary Aultman, Mayor

ATTEST:
(AFFIX SEAL)





FOR THE MISSISSIPPI TRANSPORTATION
COMMISSION ACTING BY AND THROUGH
THE EXECUTIVE DIRECTOR OF THE
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WITNESS this, my signature in execution hereof, this the _____ day of _____, 2012.

Melinda L. McGrath
Executive Director
Mississippi Department of Transportation

APPROVED: _____, 2012.
BOOK _____ PAGE _____

MEMO

TO: MAYOR AND BOARD OF ALDERMEN

FROM: KEN DREHER

DATE: AUGUST 1, 2012

RE: MC CONTRACT

I HAVE REVIEWED THE LATEST DRAFT FROM SEAN. HERE ARE MY COMMENTS:

1. IN LINE 1, THE DOC SHOULD REFER TO RFP'S INSTEAD OF BIDS.
2. IN LINE 3, THE BUYER IS MISSISSIPPI COLLEGE PROPERTY DEVELOPMENT CORPORATION. I HAVE NO PROBLEM WITH THIS.
3. IN SECTION 1, THE EXHIBIT "A" NEEDS FURTHER REFERENCE TO THE WGK SURVEY.
4. IN SECTION 1, LINE 5, WE NEED TO DELETE "...BUT NOT LIMITED TO...AND RIGHT OF WAY." THE CITY CANNOT TRANSFER THE STREETS, ALLEYS, ETC. UNLESS ACTION IS TAKEN BY THE MAYOR AND BOARD TO ABANDON THOSE R.O.W.'S. THE STREET ON THE SOUTH SIDE OF THE PROPERTY IS ALSO R.O.W. BUT MC CAN COME IN LATER AND ASK THAT THE CITY ABANDON THAT. THE STREET TO THE NORTH CANNOT BE ABANDONED WITHOUT SOLVING ACCESS PROBLEMS FOR 3 RESIDENTS.
5. THE LAST SENTENCE OF SECTION 1 SHOULD BE DELETED.
6. IN SECTION 2, AN ADDITIONAL SENTENCE NEEDS TO BE ADDED: "IN ADDITION TO THE PURCHASE PRICE OF \$210,000.00, BUYER WILL PAY ½ OF THE COSTS OF THE 3 APPRAISALS REQUIRED BY STATUTE"
7. IN SECTION 4, I SUGGEST THE BLANK DATE BE "NOVEMBER 1, 2012".
8. SECTION 12 IS NOT VERY PROTECTIVE OF THE CITY'S INTEREST. THIS IS A SECTION JEHU NEEDS TO EXAMINE. ALSO, I THOUGHT 18 MONTHS WAS THE LENGTH OF TIME TO WHICH MC AGREED. THE DISCUSSION ALSO LISTED SEVERAL USES THAT WERE PROHIBITED ON THE PROPERTY SUCH AS DORMITORIES, ANY TYPE OF RESIDENCE OTHER THAN SINGLE FAMILY DWELLINGS OR A

PRESIDENT'S RESIDENCE, MAINTAINANCE FACILITIES, PARKING LOTS.

I THINK THESE PROVISIONS NEED TO BE IN THE DEED SINCE THE TERMS OF THE CONTRACT EXPIRE 18 MONTHS AFTER CLOSING. IF THIS IS OKAY, WE NEED TO REFER IN THIS AGREEMENT TO THE TERMS THAT WILL BE THE DEED INCLUDING THESE MATTERS.

SINCE JEHU FAVORS A RETURN OF THE PURCHASE PRICE IF THE CITY HAS TO TAKE BACK PAOPERTY, WE SHOULD CONSIDER THE CITY HAVING THE RIGHT TO SEEK INJUNTIVE AND/OR OTHER RELIEF IN COURT SHOULD MC FAIL TO PERFORM.

9. IN SECTION 17, WE NEED TO DELETE iii SINCE THE CITY CANNOT MAKE THIS REPRESENTATION.
10. IN SECTION 18, SUBPART b. NEEDS TO BE DELETED. THE CITY DOES NOT NEED TO PAY BACK ANYTHING BUT THE EARNEST MONEY AND THE CITY CANNOT AGREE TO PAY ATTORNEY FEES.

CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE

In consideration of the mutual promises contained herein, by and through its Mayor and Board of Alderman, a body politic whose address is 300 Jefferson Street Clinton, Mississippi 39056 ("Seller"), agrees to sell to the Mississippi College, a Mississippi non-profit corporation, whose address is Mississippi College Box 4005, Clinton, Mississippi 39058; 200 West College Street, Clinton, Mississippi 39056 ("Buyer"), and Buyer agrees to buy the herein described property on the terms and conditions stated below in this Contract for Sale and Purchase of Real Estate (Contract). Buyer and Seller shall individually be a "Party" and collectively shall be referred to as the "Parties."

1. PROPERTY DESCRIPTION: Approximately 1.41 acres, more or less, of property and improvements in Hinds County, Mississippi, known as the "Town Square Parcel" as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference ("Property" or the "Premises"), together with all improvements thereon and all rights and appurtenances pertaining thereto with Seller to reserve all non-participating royalty interest in all oil, gas and other minerals ("Seller's Mineral Reservation").

2. PRICE AND EARNEST MONEY DEPOSIT: The purchase price of the Property is Two Hundred Ten Thousand and no/100 Dollars (\$210,000). An earnest money deposit of \$5,000.00 has been paid by Buyer to Seller. The Earnest Money Deposit may be commingled with other funds of the Seller and shall be held by the Seller in a non-interest bearing account. The Earnest Money Deposit shall be applied to the Purchase Price at Closing or paid to Buyer or Seller as otherwise provided in this Contract.

3. CLOSING COSTS: Closing costs for the transaction shall be paid as follows:

- a. Seller shall pay the cost of a title insurance commitment, preparation of the special warranty deed, and the fees of Seller's counsel.
- b. Buyer shall pay the cost of any due diligence of Buyer, premiums for title insurance policies (if any desired by Buyer), the fees for recording the Special Warranty Deed, loan fees and costs of Buyer (if applicable) and the fees of Buyer's counsel and closing agent Sean A. Milner, Milner & Nixon, PLLC, 102 E. Leake Street, Clinton, Mississippi.
- c. Each party shall pay one-half of the cost of 3 appraisals as required by statute.

4. CLOSING DATE AND POSSESSION:

- a. The sale shall close on the later to occur of (i) November, 1, 2012, or (ii) at the election of the Buyer, five (5) days after full satisfaction of the contingency set forth in Section 10(d) below.
- b. The place of closing shall be the office of Sean A. Milner, Milner & Nixon, PLLC, 102 E. Leake Street, Clinton, Mississippi, or such other place as designated by Buyer and agreed to by Seller.
- c. Buyer shall assume possession for all purposes from and after closing.

5. PRORATION: The Property is exempt from taxation due to Seller being a municipality. Buyer shall be responsible for any and all real property taxes on the Property from and after Closing. Charges for utilities serving the Property shall be determined as of the day

preceding the Closing date, and Seller shall pay the amount of the utility charges to such date. All utility deposits of Seller shall belong to Seller. Any and all other expenses and payables relating to the operation, management or ownership of the Property arising or accruing prior to the Closing date are the responsibility of Seller and will be paid by Seller promptly upon receipt of appropriate billing. Contractual and tort liabilities accruing or relating to events that occurred prior to the Closing date shall remain the responsibility of Seller, except for events that occurred arising from the activities of Buyer, or its agents, principles, employees, contractors, or other invitees of Buyer on the Property. Tort liabilities relating to events that occur on or after" the Closing date shall be the responsibility of Buyer. The agreements with respect to prorations in this Section 5 shall survive Closing.

6. CONTRACTS: Seller has no continuing obligations or contracts concerning or pertaining to the property other than contracts, if any, which shall be cancelled or completed on or before Closing.

7. TITLE AND CONVEYANCE: Seller is to convey title to the Property by Special Warranty Deed with Seller to reserve oil, gas and minerals of like kind and nature. Within fifteen (15) days of the effective date ("Effective Date") of this Contract, Seller shall, at its cost, furnish Buyer with a commitment for Owner's Title Insurance from Mississippi Valley Title Insurance Company ("Title Commitment") and shall simultaneously furnish Buyer the most current survey of the Property and any documents listed as exceptions to title on Schedule B-2 of the Title Commitment ("Exception Documents"). At Closing, Seller shall provide an update to the Title Commitment in which the "Gap" exception has been deleted, binding the title company to issue to Buyer an owners' policy of title insurance covering the Property in the full amount of the Purchase Price, free and clear of all liens, encumbrances, leases, tenancies, covenants, conditions, restrictions, easements, and other matters affecting title except for the Permitted Exceptions and any other matters approved in writing by Buyer. Seller shall, prior to or at closing, satisfy all mortgages, deeds of trust, and monetary liens affecting the subject property. Title shall be good and marketable, subject to the following permitted exceptions ("Permitted Exceptions"):

- a. taxes and assessments not yet due and payable;
- b. easements and rights of way, if any, of record;
- c. protective covenants, if any, of record;
- d. applicable zoning ordinances;
- e. prior reservations of oil, gas and other minerals of like kind and nature, and mineral leases arising from the same and Seller's Mineral Reservation; and,
- f. matters that are shown by the latest survey of the Property or that would be revealed by an updated survey, if any, that are not subject to Survey Objections as hereinafter set forth.

Should Buyer have objections to title other than the Permitted Exceptions identified above, Buyer shall notify Seller in writing of these objections within ten (10) business days of the date of receipt by Buyer of Seller's Title Commitment and Exception Documents, specifying the alleged objections. In addition to the preceding sentence, Buyer shall have the right to object to any matter first appearing of record or discovered by Buyer after the effective date of the Title Commitment and before the Closing Date. Seller shall diligently undertake to cure the same within a reasonable time, not to exceed ninety (90) days but in no event shall Seller be required

to expend more than \$5,000.00 in curing title. If the Seller cannot cure the title objections raised by Buyer within the time and financial limitations set forth above, at Buyer's option, Buyer, to the exclusion of all other remedies, shall either (a) cancel this Contract, in which case the Earnest Money Deposit shall be returned to Buyer within five (5) days of Buyer's request for a return of the funds, or (b) accept title as is and close on the transaction.

8. SURVEY: Buyer has the right to conduct a survey or update the existing survey on part or all of the Property at Buyer's cost and expense prior to Closing. Any new or updated survey shall be based upon the Mississippi Minimum Standards applicable for the Property and shall be conducted by a licensed surveyor or engineer selected by Buyer. Any updated or new survey shall be completed by a written surveyor's inspection report and a plat identifying the Premises. An original signed survey and the inspection report shall be furnished to Seller by Buyer within five (5) days of receipt by Buyer. Should the survey indicate the presence of any defects in title not revealed by the Title Report or other matters that are not acceptable to Buyer ("Survey Objections"), then Buyer shall notify Seller of Buyer's Survey Objections prior to Closing. Seller shall have such reasonable time to perform curative work at Seller's expense if Seller agrees to do so, not to exceed ninety (90) days but in no event shall Seller be required to expend more than \$5,000.00 in curing the title. Should Seller not cure the title defect or other objections raised by Buyer to Buyer's satisfaction, at Buyer's option, Buyer, and to the exclusion of all other remedies, shall either (a) cancel this Contract, in which case the Earnest Money Deposit shall be returned to Buyer within five (5) days of Buyer's request, or, (b) accept the Property in its then present condition "as is" and close the transaction. Buyer shall inform Seller of its decision within five (5) business days of receiving written notice from the Seller to cancel the Contract or close.

9. ENVIRONMENTAL AUDIT: Buyer has the right to conduct an environmental site assessment (ESA) at Buyer's cost and expense prior to Closing. Any ESA performed by Buyers shall be based upon current ASTM Standards for the Phase I assessment of commercial property and shall be conducted by an environmental professional as defined within that standard and as selected by Buyer. The ESA shall be completed by a written report identifying the presence of recognized environmental conditions ("RECs") as defined in that standard, if any exist. A copy of the final report shall be furnished to Seller by Buyer within five (5) business days of receipt by Buyer of the final report. Should the report indicate the presence of any RECs that are either not acceptable to Buyer in its sole discretion or require further testing, Buyer shall notify Seller of any environmental objections. Seller shall have a reasonable time, not to exceed thirty (30) days to perform curative work at Seller's expense if Seller agrees to do so. Should Seller not undertake curative work and not cure the condition to a level acceptable to the Buyer, at Buyer's option, and to the exclusion of all other remedies, Buyer shall either (a) cancel this Contract, in which case the Earnest Money Deposit shall be returned to Buyer within five (5) days of Buyer's request and all environmental information and materials, including but not limited to, the ESA shall be returned to Seller, or (b) accept the Property in its then present condition "as is" and close the transaction. Buyer shall inform Seller of its decision within five (5) business days of receiving written notice from the Seller to cancel the Contract or close.

10. OTHER BUYER CONTINGENCIES AND ACCEPTANCE OF THE PROPERTY AT CLOSING: The obligation of Buyer to consummate the transaction

contemplated by this Contract is subject to the satisfaction of each of the following conditions as of the Closing date, except to the extent any such condition is waived in whole or in part by Buyer in writing at or prior to Closing.

a. Satisfaction. The representations and warranties of Seller contained in this Contract shall have been true on the date of this Contract and prior to Closing Seller shall have performed all obligations and complied with all covenants required by this Contract.

b. No Injunction. On the Closing date, there shall be no third party injunction, writ, preliminary restraining order or any order of any nature issued by a court of competent jurisdiction directing that the transactions contemplated herein not be consummated as herein provided which relates to the acts or omissions of Seller.

c. Removal of Personal Property. On or before the Closing date, Seller shall have removed any and all property from the vacant land.

d. Appraisal. The property must appraise for at least the amount of the purchase price stated in this contract.

e. No Designation of Landmark Status and Confirmation of Same from the Mississippi Department of Archives and History. As of the Closing date: (i) no portion of the Property shall have been designated as a Mississippi landmark or as otherwise having historical or architectural significance by the Mississippi Department of Archives and History. ("Special Designation/Recognition"); and (ii) the Mississippi Department of Archives and History has furnished written notice to Seller that the Mississippi Department of Archives and History does not intend to designate the property or buildings for Special Designation Recognition or has received notice of the sale of property by Seller to Buyer and consents to the sale without any restrictions or similar notice acceptable to the parties. Notwithstanding the foregoing, in the event the contingency described in Section 10(d) above is not satisfied or waived in writing by Buyer within one hundred eighty (180) days of the Effective Date of this Contract, Buyer shall have the right to cancel this Contract, in which case the Earnest Money Deposit shall be returned to Buyer within five (5) days of Buyers request.

There are no Buyer contingencies other than those set forth in this Contract. However, these contingencies are waivable at the Buyer's option, and, with respect to matters regarding title, survey and environmental assessment, will be deemed waived unless Buyer, within the time set for herein, objects to the same as provided for in this Contract. Subject to the representations and warranties of Seller set forth in this Contract, the Property is sold "as is" and "where is" with all faults.

11. OTHER SELLER CONTINGENCIES: The obligations of Seller to consummate the transaction contemplated by this Contract are subject to the satisfaction of each of the following conditions as of the Closing date, except to the extent any such condition is waived in whole or in part by Seller in writing at or prior to Closing.

a. Satisfaction. The representations and warranties of Buyer contained in this Contract shall have been true on the date of this Contract and on Closing. Buyer shall have performed all obligations and complied with all covenants required by this Contract,

b. No Injunction. On the Closing date, there shall be no third party injunction, writ, preliminary restraining order or any order of any nature issued by a court of competent jurisdiction directing that the transactions contemplated herein not be consummated as herein

provided which relates to the acts or omissions of Buyer. There are no Seller contingencies other than those set forth in this Contract. However, these contingencies are waivable at the Seller's option.

12. SPECIAL PROVISIONS: Buyer agrees to use commercially reasonable efforts to develop the property for a residential neighborhood and/or site for a new president's home within thirty-six (36) months of the closing date.

13. RISK OF INSPECTIONS UPON ENTRY: Buyer represents that Buyer and its agents, employees, independent contractors or others entering the Premises for the purposes of inspection, environmental audits, surveys, tests, or otherwise shall do so at Buyer's sole risk. Buyer agrees to come in, defend, indemnify, and hold Seller harmless from any claim, demand, loss, suit or judgment arising out of Buyer's inspection or entry onto the Premises, including but not limited to all costs and attorney's fees, incurred by Seller; provided, however, buyer shall not be responsible for any claims, demands, losses, suits or judgments arising from Buyer's discovery of pre-existing conditions at the Property. This representation and indemnity shall survive Closing or termination of this Contract for Purchase and Sale.

14. RISK OF LOSS: This Contract is further conditioned upon delivery of the Property in its present condition. In the event of material damage to the Property or the before closing, at Buyer's option, and to the exclusion of all other remedies, Buyer shall either (a) cancel this Contract, in which case the Earnest Money Deposit shall be repaid to Buyer within five (5) days of Buyer's request, (b) accept the Property in its then present condition "as is" and close the transaction; or (c) accept the Property in its then present condition and receive an assignment of the Seller's insurance proceeds, if any, concerning the Property. Buyer shall inform Seller of its decision within five (5) business days of receiving written notice of material damage from the Seller.

15. INSURANCE; MAINTENANCE OF PROPERTY: Seller shall maintain all existing hazard and liability insurance in full force and effect through the date and time of Closing. Buyer shall be responsible for any and all insurance from and after Closing. Prior to Closing, Seller shall perform ordinary maintenance and repair of the Property (but not including any capital or extraordinary expenditures).

16. BROKER:

a. Buyer represents and warrants that Buyer has not utilized the services of any broker, agent, realtor or other real estate professional or other person to whom any commission or fees are due arising out of the transaction contemplated by this Contract.

b. Seller represents and warrants that Seller has not utilized the services of any broker, agent, realtor or other real estate professional or other person to whom any commission or fees are due arising out of the transaction contemplated by this Contract.

c. Buyer and Seller shall indemnify and hold the other harmless from and against all claims, liabilities and any obligations for any commission, finders' fee or other compensation in connection with this Contract claimed by or through the indemnifying party.

17. WARRANTIES AND REPRESENTATIONS:

a. Seller represents and warrants to Buyer, to the best of Seller's knowledge with no duty to undertake further investigation of any kind, the following are true and correct at this time and will be true and correct at Closing Date:

- (i) There are no contracts, leases or other agreements pertaining to the property.
- (ii) Seller has not received any notice of any violation of federal, state or local environmental law, rule or regulation concerning the Property.,
- (iii) Except as immediately set forth above, Seller is not aware of any other person or entity treating, storing, or disposing of hazardous waste in, on or under the Property.
- (iv) No person or entity has made any claim of right, title or interest in and to the Property including but not limited to by encroachment or adverse possession.
- (v) Seller has fully paid all contractors, laborers, suppliers and others for any work performed on the Property on any improvements upon the Property.
- (vi) There is no suit, investigation, action or other proceeding pending or threatened against Seller or the Property that if decided adversely to Seller would have a material adverse effect on Buyer's ability to perform its obligations under this Contract.
- (vii) No broker, agent, realtor or other person or entity is due any commission, fees or other compensation concerning the sale or marketing of the Property arising from the actions of Seller.
- (viii) Seller is duly formed and validly existing as a municipality of the State of Mississippi.
- (ix) Seller has the authority to execute this Contract, the terms thereof are binding upon Seller, and the execution of this Contract does not violate any other contracts, agreements or obligations of Seller.

b. Buyer represents and warrants to Seller, to the best of Buyer's knowledge, being the actual present knowledge of Steve Stanford, Vice President Mississippi College, with no duty to undertake further investigation of any kind, the following are true and correct at this time and will be true and correct at the Closing Date:

- (i) Buyer is solvent.
- (ii) Buyer has fully paid all contractors, laborers, suppliers and others for any work performed on the Property.
- (iii) There is no suit, investigation, action or other proceeding pending or threatened against Buyer or the Buyer's interest under this Contract that if decided adversely to Buyer would have a material adverse effect on Buyer's ability to perform its obligations under this Contract.
- (iv) No broker, agent, realtor or other person or entity is due any commission, fees or other compensation concerning the sale or marketing of the Property arising from the actions of Buyer.
- (v) Buyer is a not-for-profit corporation duly formed and validly existing under the laws of the State of Mississippi and is in good standing in the State of Mississippi.
- (vi) Buyer has the authority to execute this Contract, the terms thereof are binding upon Buyer and the execution of this Contract does not violate any other contracts, agreements or obligations of Buyer.

18. BREACH OF CONTRACT: The Buyer and the Seller agree that the following shall be the exclusive remedies for breach of this Contract:

a. In the event of breach of this Contract by Buyer, Seller's sole remedy shall be to accept the Earnest Money Deposit as liquidated damages and this Contract shall then be null and void except as to the indemnity provisions which shall survive termination of the Contract. Seller and Buyer agree that the Earnest Money Deposit is a reasonable approximation of damages that Seller may incur as a result of a breach by Buyer with the true amount of such damages being uncertain and with the acceptance of the Earnest Money Deposit constituting liquidated damages and not a penalty.

b. In the event of breach of this Contract by Seller, Buyer's sole remedy shall be to accept the Earnest Money Deposit back as liquidated damages and this Contract shall then be null and void except as the indemnity provisions which shall survive termination of this Contract.

19. NOTICE: Any notice, request, instruction or other document to be given or furnished under this Contract by either party to the other party shall be in writing and shall be delivered personally or shall be sent by facsimile or other electronic transmission (with a copy sent by regular U.S. mail) or registered or certified mail, postage prepaid, or by prepaid overnight delivery service, at the address or telecopier number or to such other address, telecopier number, e-mail address or person as either party may designate by written notice to the other party.

Seller: City of Clinton, Mayor Rosemary Aultman
Street Address: 300 Jefferson Street, Clinton, Mississippi 39056
Mailing Address: P.O. Box 156, Clinton, MS 39060-0156
Telephone Number: 601-925-6103
Telecopier Number:
E-mail:

Purchaser: Mississippi College
Attention: Steve Stanford, Vice President
Telephone Number: 601-925-3257
Telecopy Number: 601-925-3958
E-mail: standford@mc.edu
MC Box 4005
Clinton, Mississippi 39058
(601) 925-3257
(601) 925-3958

20. SURVIVAL OF CONTRACT: All obligations hereunder to be performed after Closing, and all warranties and representations contained herein, shall survive Closing and the delivery of the Special Warranty Deed to Buyer for a period of 180 days after the Closing, at which time such warranties, representations and covenants shall terminate in all respects unless written notice of any such breach has been delivered to the breaching party prior to such date.

21. AGREEMENT OF PARTIES: This Contract contains the entire and final agreement of the Parties, and cannot be changed except by their written consent. Neither Party

has relied upon any statement or representation made by the other Party not contained herein. Neither Party shall be bound by any terms, conditions, oral statements, warranties, or representations not herein contained. Each Party acknowledges reading and understanding this Contract. The provisions and warranties of this Contract shall apply to bind the heirs, executors, administrators, successors and assigns of the respective Parties hereto and shall survive closing only where so expressly stated. Gender and number, as herein used, shall be changed as the context may require. The terms of this Contract are negotiated and neither it in its entirety or any part thereof shall be construed more strongly against or in favor of either Party to this Contract. This Contract shall be governed by the laws of the State of Mississippi. If any provision of this Contract is invalid or unenforceable, the other provisions herein shall remain in full force and effect and shall be liberally construed in order to effectuate the purpose and intent of this Contract. Each Party hereby acknowledges receipt of a duplicate original hereof.

22. EXECUTION: To facilitate execution, this Contract may be executed in as many counterparts as convenient or required. The execution may be by facsimile copy or by email or other electronic signature. All counterparts when taken together shall constitute a single instrument for all purposes. A copy shall serve as an original. This Contract may be withdrawn with notice at any time before it is executed by the other Party. Upon execution by both Parties it shall be fully binding and irrevocable.

23. EXCLUSIVITY: Seller shall not continue to market, offer for sale, show or otherwise attempt to sell the Property and shall not solicit or receive offers during the pendency of this Contract.

24. ASSIGNMENT: Neither Party shall have the right without the prior written consent of the other Party to assign this Contract and the Earnest Money Deposit. Consent to assignment may be withheld by any Party in its sole discretion for any reason.

25. CLOSING DOCUMENTS AND DELIVERIES: At Closing, the Parties shall execute and deliver the following documents (in addition to any other documents reasonably requested by Seller or Buyer, the Settlement Agent, or Buyer's title insurance company):

a. The Seller's documents shall include a Special Warranty Deed, a Closing Statement, a 1099, a Seller's Affidavit, a certificate stating that the Seller's warranties in Paragraph 17 are true and correct as of Closing, and acceptance of bid and this Contract, and a non-foreign affidavit.

b. The Buyer's documents shall include a Closing Statement, a certificate the Buyer's warranties in Paragraph 16 are true and correct as of Closing, a resolution of Buyer's Board of Directors authorizing the purchase, and the balance of the Purchase Price plus or minus prorations, as applicable.

26. EFFECTIVE DATE: The Effective Date of this Contract shall be the last date signed by a Party.

So agreed and executed by the parties on the dates set forth below.

SELLER

By:

Its:

Date:

BUYER

MISSISSIPPI COLLEGE

By:

Its:

Date:

By:

Its:

Date:

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Ja Duckworth
Deputy Executive Director/
Administration



Melinda L. McGrath
Executive Director

Dick Hall
Central District Commissioner

J. Kevin Magee
District 3 Engineer

David Foster
District 5 Engineer

P. O. Box 90 / Newton, Mississippi 39345-0090 / Telephone (601) 683-3341 / FAX (601) 683-7030 / GoMDOT.com

June 29, 2012

Honorable Rosemary Aultman
City of Clinton
P.O. Box 156
Clinton, Mississippi 39060

RE: Interstate 20 from Natchez Trace to SR 18
Project No. NH-0020-01(197) / 106127-301000
Landscaping Agreement
City of Clinton, Hinds County

Dear Mayor Aultman;

Attached you will find two (2) originals of a "LANDSCAPING AGREEMENT", which address the proposed installation and maintenance of landscaping on the above referenced project as it relates to the Interstate 20 / Springridge Road Intersection in the City of Clinton.

If the Agreement meets with your approval, please execute the two (2) originals and return them, along with two (2) certified copies of the Board Orders, to our office in Newton for further processing. We will furnish you with an original executed set following execution by the Mississippi Transportation Commission.

If additional information is needed, please feel free to call.

Sincerely,

DAVID FOSTER
DISTRICT ENGINEER

Interstate 20 from Natchez Trace to SR 18
Project No. NH-0020-01(197) / 106127-301000
Landscaping Agreement
Mayor Aultman
June 29, 2012

Enclosure

DF:DGC:dlgc

PC: Mrs. Amy Mood, Asst. Chief Engineer - Pre Construction (w/attachment)
Mr. John Reese, Roadway Design Engineer
Legal Division (w/attachment)
Project File (Via Reeves) (Email: Cleveland) (w/attachment)

MISSISSIPPI TRANSPORTATION COMMISSION
AND THE CITY OF CLINTON
AGREEMENT
FOR INSTALLATION AND MAINTENANCE OF
LANDSCAPING OF THE INTERSTATE 20 - SPRINGRIDGE ROAD INTERCHANGE

This Contract and Agreement, hereinafter referred to as "AGREEMENT", is made and entered into by and between the Mississippi Transportation Commission, hereinafter referred to as "COMMISSION", acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation, hereinafter referred to as "MDOT"; and the City of Clinton, Mississippi, hereinafter referred to as "CITY", a Mississippi municipal corporation, acting by and through its duly authorized Mayor, effective as of the date of last execution below.

WITNESSETH:

WHEREAS, the CITY desires to make certain aesthetic improvements and proposes to perform enhancements within the MDOT rights of way from ramp termini to ramp termini at the Interstate 20 - Springridge Road Interchange, excluding the Interstate median, as shown on Federal Aid Project Number NH-0020-01(197) / 106127-301000, between the Natchez Trace Parkway and State Route 18, within the corporate limits of the CITY; and

WHEREAS, said improvements are to include the pickup and the removal of litter, mowing, planting, and the maintenance of flowers, shrubs, bushes, and/or other types of flora; and

WHEREAS, in order to accommodate the CITY'S request, the CITY and the MDOT agree to the following:

The MDOT shall:

1. Include said initial aesthetic improvements and enhancements as part of the above referenced Federal Aid Project Number NH-0020-01(197) / 106127-301000.
2. Retain the right to perform necessary maintenance and/or construction within the limits desired to meet traffic needs as determined by the MDOT; including the right to remove any landscaping, plantings, and improvements placed by the MDOT and/or by the CITY, if not sufficiently maintained by the CITY, if dictated by safety concerns and/or if to accommodate future design changes and/or for access needs to the highway.
3. Reserve the right to approve all permits for ingress and egress and other uses of highway rights-of-way other than those specifically granted to the CITY herein.
4. Upon completion of the above referenced construction project, notify the CITY to assume all landscaping maintenance responsibility.

Following notification by the MDOT, the CITY shall:

1. Immediately assume landscaping maintenance responsibilities, including removal of litter and mowing.

2. Advise the MDOT, Fifth District Engineer, of the CITY's proposal to plant additional flowers, shrubs, bushes, flora, etc., and gain approval of a MDOT maintenance permit prior to initiating planting. Said proposal shall include the types and arrangements of vegetation to be planted.
3. Provide necessary work zone signing in accordance with the Manual of Uniform Traffic Control Devices (MUTCD), latest edition, to cover each operation when performed within the rights-of-way of Interstate 20 and that portion of Springridge Road under the jurisdiction of the MDOT.
4. Provide the necessary police protection in and around work sites to ensure the safety of laborers and the traveling public. Notwithstanding this or any other provision herein, this Agreement shall in no way be construed to create a third party benefit to any contractor, motorist, pedestrian, worker, entity, or individual.
5. Provide the necessary funding to cover the cost of equipment, plants, labor, etc., to accomplish and maintain a desirable aesthetic appearance, including arranging for Utility Company Agreements for necessary metering devices for water and power and direct billing to the CITY.
6. Provide the necessary liability insurance to cover injuries, damage to property or vehicles incurred during the time they are working within the rights-of-way of said highway, and indemnify and hold harmless the COMMISSION, MDOT, its employees and its agents for any liability incurred to any third party arising out of the

activities contemplated by this Agreement unless such liability was the proximate result of an intentional act by the COMMISSION, MDOT, its agents and/or employees.

7. Agree that all flower and shrub plantings be trimmed and maintained to a maximum height of 24 inches above the pavement edge.
8. Agree that in areas without curb, trees such as Bradford Pears, Magnolias, pines, and hardwoods be planted no closer than 30 feet (60 feet on interstate) from the edge of pavement and that the drip-line of mature trees and bushes shall not extend beyond the shoulder break (10 foot minimum - 12 foot minimum on Interstates) (See attached sketch).
9. Agree that in areas with curb, trees shall be planted no closer than 10 feet behind the curb face and that the drip-line of mature plants taller than 24 inches shall be a minimum of 5 feet behind the face of the curb and plants 24 inches and under shall be a minimum of 1.5 feet from the face of the curb (See attached sketch).
10. Allow no trees (plants with trunk diameters greater than 4 inches at maturity) or plants taller than 24 inches in sight flares, islands, or within 150 feet from an intersection or nose point of a median crossover. Any plantings that interfere with signs, traffic signals, sight distance, etc., shall be trimmed or removed as necessary to maintain a safe condition for motorists.

11. Should this Agreement be canceled, agree to remove the plants and/or vegetation from the rights-of-way and islands and resod with grass and/or replace with Portland cement concrete pavement, as per MDOT specifications, at no cost and as directed by the MDOT.
12. Continue to recognize MDOT's exclusive right to control, use, license, grant, or refuse all ingress, egress, or other highway right of way use unless otherwise specifically granted to the CITY herein. It is specifically acknowledged that only MDOT can grant permits for the ingress to, egress from, or occupation of the highway right of way.
13. The CITY represents that it is in compliance with the Immigration Reform and Control Act of 1986 also known as the Simpson-Mazzoli Act (Public Law 99-603), as amended, in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The CITY further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CITY acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit,

certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CITY also acknowledges liability for any additional costs incurred by the COMMISSION due to such contract cancellation or loss of license or permit.

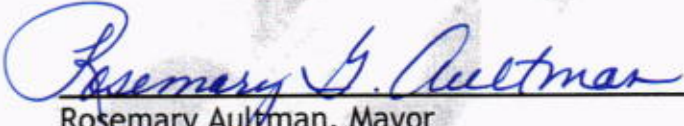
NOW, THEREFORE, it is hereby agreed that following MDOT notification for the CITY to assume landscaping maintenance, the COMMISSION grants permission to the CITY to pick up and remove litter, mow, and establish and maintain flowers, shrubs, bushes, and other types of flora within the limits and provisions herein described.

This Agreement may be canceled by either party only after the other party has been notified of the reason for cancellation. Said notification must be a minimum of thirty (30) days prior to the expected date of cancellation. The term of this Agreement is continuous until one or the other party determines cancellation is necessary, at which time a thirty (30) day notice must be sent to the other party as required.

Authorized by City Board / Council of the City of Clinton on the 7th day of August, 2012, per Order found in Minute Book of August 7, 2012 at page _____ and executed by the Mayor acting by and on behalf of the City of Clinton, Mississippi this the 7th day of August, 2012.

FOR THE CITY OF CLINTON, MISSISSIPPI

WITNESS this, my signature in execution hereof, this the 7th day of August, 2012.



Rosemary Aultman, Mayor

ATTEST:
(AFFIX SEAL)





**FOR THE MISSISSIPPI TRANSPORTATION
COMMISSION ACTING BY AND THROUGH
THE EXECUTIVE DIRECTOR OF THE
MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

WITNESS this, my signature in execution hereof, this the _____ day of _____, 2012.

Melinda L. McGrath
Executive Director
Mississippi Department of Transportation

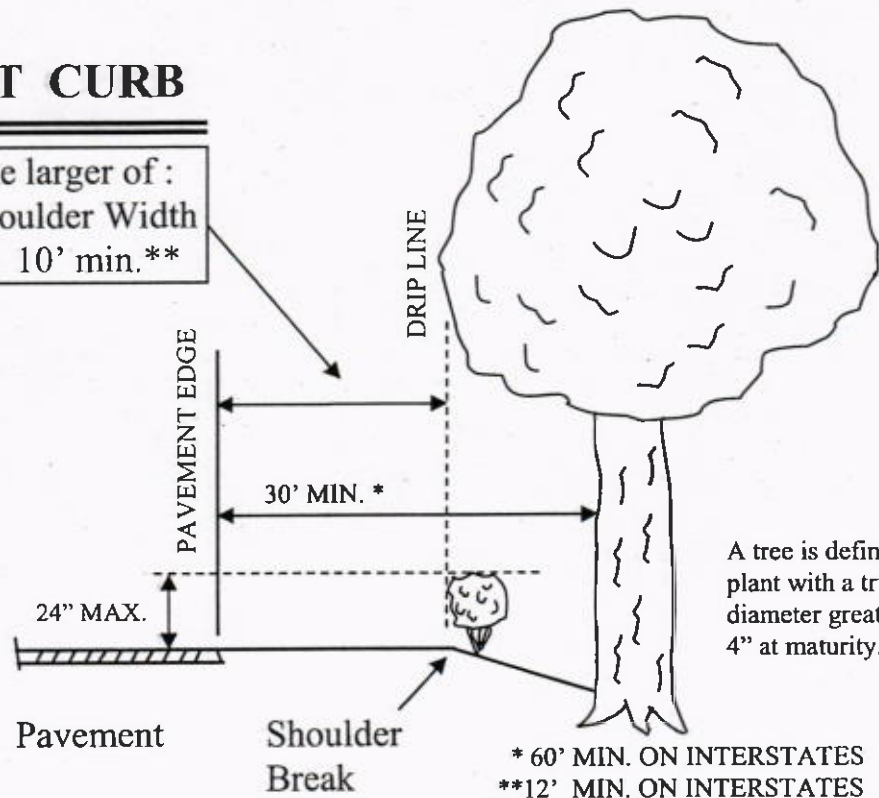
APPROVED: _____, 2012.
BOOK _____ PAGE _____

PLANTING GUIDELINE SKETCH

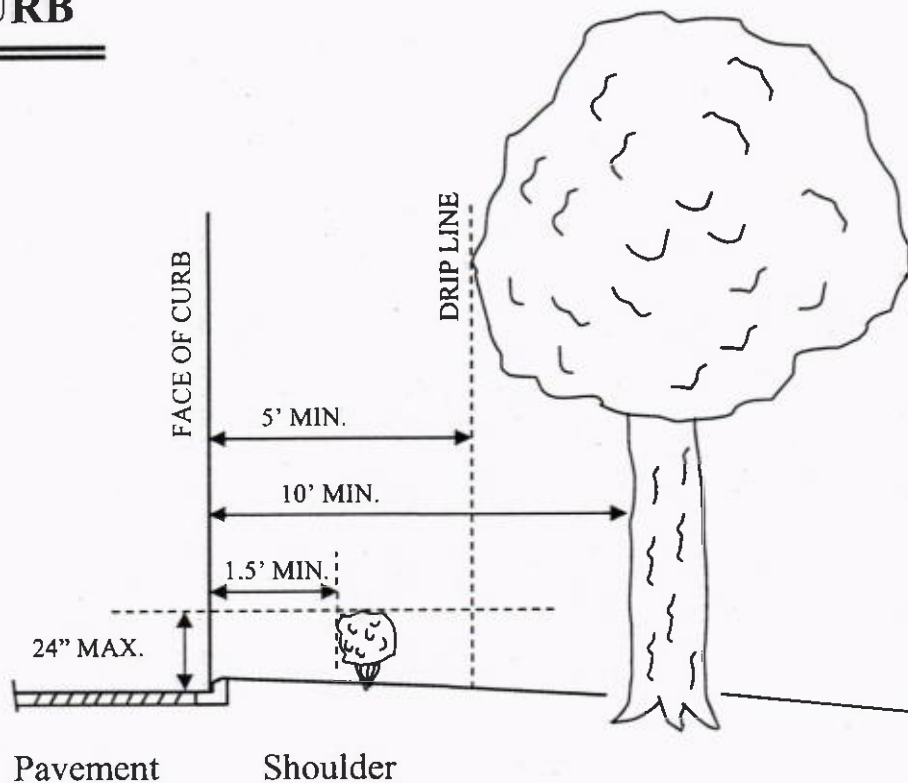
10/14/03

WITHOUT CURB

The larger of :
Shoulder Width
or 10' min.**



WITH CURB



Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Jack Duckworth
Deputy Executive Director/
Administration



Dick Hall
Central District Commissioner

J. Kevin Magee
District 3 Engineer

David Foster
District 5 Engineer

Melinda L. McGrath
Executive Director

P. O. Box 90 / Newton, Mississippi 39345-0090 / Telephone (601) 683-3341 / FAX (601) 683-7030 / GoMDOT.com

June 29, 2012

Honorable Rosemary Aultman
City of Clinton
P.O. Box 156
Clinton, Mississippi 39060

RE: Interstate 20 from Natchez Trace to SR 18
Project No. NH-0020-01(197) / 106127-301000
Lighting Agreement
City of Clinton, Hinds County

Dear Mayor Aultman,

Attached you will find two (2) originals of a "LIGHTING AGREEMENT", which address the proposed construction and maintenance of the proposed lighting system on the above referenced project as it relates to the Interstate 20 / Springridge Road Intersection in the City of Clinton.

If the Agreement meets with your approval, please execute the two (2) originals and return them, along with two (2) certified copies of the Board Orders, to our office in Newton for further processing. We will furnish you with an original executed set following execution by the Mississippi Transportation Commission.

If additional information is needed, please feel free to call.

Sincerely,

DAVID FOSTER
DISTRICT ENGINEER

Interstate 20 from Natchez Trace to SR 18
Project No. NH-0020-01(197) / 106127-301000
Lighting Agreement
Mayor Aultman
June 29, 2012

Enclosure

DF:DGC:dlgc

PC: Mrs. Amy Mood, Asst. Chief Engineer - Pre Construction (w/attachment)
Mr. John Reese, Roadway Design Engineer
Legal Division (w/attachment)
Project File (Via Reeves) (Email: Cleveland) (w/attachment)

MISSISSIPPI TRANSPORTATION COMMISSION
AND THE CITY OF CLINTON
AGREEMENT
FOR CONSTRUCTION AND MAINTENANCE OF A HIGHWAY LIGHTING SYSTEM
FOR THE INTERSTATE 20 -SPRINGRIDGE ROAD INTERCHANGE

This AGREEMENT is made and entered into by the Mississippi Transportation Commission (COMMISSION), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation, and the City of Clinton, Mississippi (CITY), a Mississippi Municipal Corporation, acting by and through its duly authorized Mayor, effective as of the date of the latest execution below.

WITNESSETH:

WHEREAS, the COMMISSION proposes to construct and install lighting on and along Interstate 20 at the Springridge Road Interchange, said interchange being included in a project from the Natchez Trace Parkway to State Route 18 (the PROJECT), currently known as Federal Aid Project No. NH-0020-01(197) / 106127-301000, Hinds County; and

WHEREAS, the COMMISSION is preparing plans and specifications for the said proposed construction; and

WHEREAS, the COMMISSION proposes to construct a fully operational roadway lighting system to satisfactorily light the roadway to acceptable standards, with the cost of installation being paid by the COMMISSION under the contract provisions of the PROJECT; and

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

I

The CITY will execute and spread upon the minutes of the Board of Aldermen, this AGREEMENT, and will furnish a copy of said minutes to the COMMISSION upon execution of the AGREEMENT by the CITY.

II

The CITY agrees to, assume, and "take over" for normal and routine maintenance that portion of the roadway lighting system located within the PROJECT limits, including any and all replacement parts, labor, equipment and maintenance to replace light bulbs, ballasts, fuses and plugs, or other appurtenances and the cost of electrical service to light the system, and all other incidentals necessary to maintain the system in a safe and satisfactory manner, including the cost for the monthly utility service beginning the first billing cycle after the PROJECT is released from maintenance at the completion of the construction. The COMMISSION will perform full maintenance of the lighting system and bear the cost for the monthly utility service until that time. After assuming maintenance responsibilities, all traffic control necessary to maintain the lighting system will be provided by the CITY in accordance with the most current version of the Manual on Uniform Traffic Control Devices (MUTCD).

III

The CITY represents that it is in compliance with the Immigration Reform and Control Act of 1986 also known as the Simpson-Mazzoli Act (Public Law 99-603), as amended, in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The CITY further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain

records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this AGREEMENT and maintaining such certifications for inspection if requested. The CITY acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CITY also acknowledges liability for any additional costs incurred by the Commission-Incumbent due to such contract cancellation or loss of license or permit.

IV

The COMMISSION does grant to the CITY access to, over and on the right-of-way necessary to reach the location of the roadway lighting towers and the buried electrical cable to maintain same as required.

V

This AGREEMENT may only be terminated by mutual agreement of both parties. The term of this AGREEMENT is to begin on the latest date of signing below and is to continue until terminated as provided above. Upon termination of this AGREEMENT, the lighting system will be removed by the COMMISSION and the CITY will reimburse the COMMISSION for the cost of removal. The lighting equipment will remain the property of the COMMISSION.

VI

Both parties hereto represent that they have authority to enter into this AGREEMENT and certified copies of the applicable CITY and COMMISSION Orders are attached hereto.

VII

GENERAL PROVISIONS:

AMENDMENT - This AGREEMENT may be amended in writing as mutually agreed upon by the parties in writing.

SEVERABILITY - Should any provision of this AGREEMENT be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this AGREEMENT shall remain in full force and effect.

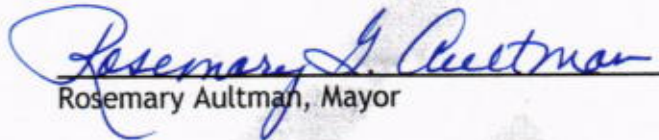
THIRD PARTY BENEFICIARY - It is not intended by any of the provisions of this contract to create in the public or any member thereof as a third party beneficiary or to authorize any one not a party to this contract to maintain a suit for personal injury, contractual damage or property damage pursuant to the provisions of this contract. The duties, obligations, and responsibilities of the parties to this contract with respect to third parties shall remain as imposed by law.

LEGAL RESPONSIBILITY - Unless specifically agreed to elsewhere, the parties hereto agree that the COMMISSION has no authority to select, supervise, or compensate any contractor or employee engaged by the CITY to perform the above described maintenance, and the CITY takes full responsibility for those functions. No employee, agent, or contractor of the CITY will, under the provisions of this AGREEMENT, be entitled to any right or benefit accorded to any contractor, agent, or employee of the COMMISSION or the Mississippi Department of Transportation.

IN WITNESS WHEREOF, the COMMISSION and the CITY each binds itself, or its successors, and assigns to the other party of this AGREEMENT, and to the successors and assigns of each party in respect of all covenants of this AGREEMENT.

FOR THE CITY OF CLINTON, MISSISSIPPI

WITNESS this, my signature in execution hereof, this the 7th day of August, 2012.


Rosemary Aultman, Mayor

ATTEST:
(AFFIX SEAL)





FOR THE MISSISSIPPI TRANSPORTATION
COMMISSION ACTING BY AND THROUGH
THE EXECUTIVE DIRECTOR OF THE
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WITNESS this, my signature in execution hereof, this the _____ day of _____, 2012.

Melinda L. McGrath
Executive Director
Mississippi Department of Transportation

APPROVED: _____, 2012.
BOOK _____ PAGE _____

MEMO

TO: MAYOR AND BOARD OF ALDERMEN

FROM: KEN DREHER

DATE: AUGUST 1, 2012

RE: MC CONTRACT

I HAVE REVIEWED THE LATEST DRAFT FROM SEAN. HERE ARE MY COMMENTS:

1. IN LINE 1, THE DOC SHOULD REFER TO RFP'S INSTEAD OF BIDS.
2. IN LINE 3, THE BUYER IS MISSISSIPPI COLLEGE PROPERTY DEVELOPMENT CORPORATION. I HAVE NO PROBLEM WITH THIS.
3. IN SECTION 1, THE EXHIBIT "A" NEEDS FURTHER REFERENCE TO THE WGK SURVEY.
4. IN SECTION 1, LINE 5, WE NEED TO DELETE "...BUT NOT LIMITED TO...AND RIGHT OF WAY." THE CITY CANNOT TRANSFER THE STREETS, ALLEYS, ETC. UNLESS ACTION IS TAKEN BY THE MAYOR AND BOARD TO ABANDON THOSE R.O.W.'S. THE STREET ON THE SOUTH SIDE OF THE PROPERTY IS ALSO R.O.W. BUT MC CAN COME IN LATER AND ASK THAT THE CITY ABANDON THAT. THE STREET TO THE NORTH CANNOT BE ABANDONED WITHOUT SOLVING ACCESS PROBLEMS FOR 3 RESIDENTS.
5. THE LAST SENTENCE OF SECTION 1 SHOULD BE DELETED.
6. IN SECTION 2, AN ADDITIONAL SENTENCE NEEDS TO BE ADDED: "IN ADDITION TO THE PURCHASE PRICE OF \$210,000.00, BUYER WILL PAY ½ OF THE COSTS OF THE 3 APPRAISALS REQUIRED BY STATUTE"
7. IN SECTION 4, I SUGGEST THE BLANK DATE BE "NOVEMBER 1, 2012".
8. SECTION 12 IS NOT VERY PROTECTIVE OF THE CITY'S INTEREST. THIS IS A SECTION JEHU NEEDS TO EXAMINE. ALSO, I THOUGHT 18 MONTHS WAS THE LENGTH OF TIME TO WHICH MC AGREED. THE DISCUSSION ALSO LISTED SEVERAL USES THAT WERE PROHIBITED ON THE PROPERTY SUCH AS DORMITORIES, ANY TYPE OF RESIDENCE OTHER THAN SINGLE FAMILY DWELLINGS OR A

PRESIDENT'S RESIDENCE, MAINTAINANCE FACILITIES, PARKING LOTS.

I THINK THESE PROVISIONS NEED TO BE IN THE DEED SINCE THE TERMS OF THE CONTRACT EXPIRE 18 MONTHS AFTER CLOSING. IF THIS IS OKAY, WE NEED TO REFER IN THIS AGREEMENT TO THE TERMS THAT WILL BE THE DEED INCLUDING THESE MATTERS.

SINCE JEHU FAVORS A RETURN OF THE PURCHASE PRICE IF THE CITY HAS TO TAKE BACK PAOPERTY, WE SHOULD CONSIDER THE CITY HAVING THE RIGHT TO SEEK INJUNTIVE AND/OR OTHER RELIEF IN COURT SHOULD MC FAIL TO PERFORM.

9. IN SECTION 17, WE NEED TO DELETE iii SINCE THE CITY CANNOT MAKE THIS REPRESENTATION.
10. IN SECTION 18, SUBPART b. NEEDS TO BE DELETED. THE CITY DOES NOT NEED TO PAY BACK ANYTHING BUT THE EARNEST MONEY AND THE CITY CANNOT AGREE TO PAY ATTORNEY FEES.

CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE

In consideration of the mutual promises contained herein, by and through its Mayor and Board of Alderman, a body politic whose address is 300 Jefferson Street Clinton, Mississippi 39056 ("Seller"), agrees to sell to the Mississippi College, a Mississippi non-profit corporation, whose address is Mississippi College Box 4005, Clinton, Mississippi 39058; 200 West College Street, Clinton, Mississippi 39056 ("Buyer"), and Buyer agrees to buy the herein described property on the terms and conditions stated below in this Contract for Sale and Purchase of Real Estate (Contract). Buyer and Seller shall individually be a "Party" and collectively shall be referred to as the "Parties."

1. PROPERTY DESCRIPTION: Approximately 1.41 acres, more or less, of property and improvements in Hinds County, Mississippi, known as the "Town Square Parcel" as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference ("Property" or the "Premises"), together with all improvements thereon and all rights and appurtenances pertaining thereto with Seller to reserve all non-participating royalty interest in all oil, gas and other minerals ("Seller's Mineral Reservation").

2. PRICE AND EARNEST MONEY DEPOSIT: The purchase price of the Property is Two Hundred Ten Thousand and no/100 Dollars (\$210,000). An earnest money deposit of \$5,000.00 has been paid by Buyer to Seller. The Earnest Money Deposit may be commingled with other funds of the Seller and shall be held by the Seller in a non-interest bearing account. The Earnest Money Deposit shall be applied to the Purchase Price at Closing or paid to Buyer or Seller as otherwise provided in this Contract.

3. CLOSING COSTS: Closing costs for the transaction shall be paid as follows:

- a. Seller shall pay the cost of a title insurance commitment, preparation of the special warranty deed, and the fees of Seller's counsel.
- b. Buyer shall pay the cost of any due diligence of Buyer, premiums for title insurance policies (if any desired by Buyer), the fees for recording the Special Warranty Deed, loan fees and costs of Buyer (if applicable) and the fees of Buyer's counsel and closing agent Sean A. Milner, Milner & Nixon, PLLC, 102 E. Leake Street, Clinton, Mississippi.
- c. Each party shall pay one-half of the cost of 3 appraisals as required by statute.

4. CLOSING DATE AND POSSESSION:

- a. The sale shall close on the later to occur of (i) November, 1, 2012, or (ii) at the election of the Buyer, five (5) days after full satisfaction of the contingency set forth in Section 10(d) below.
- b. The place of closing shall be the office of Sean A. Milner, Milner & Nixon, PLLC, 102 E. Leake Street, Clinton, Mississippi, or such other place as designated by Buyer and agreed to by Seller.
- c. Buyer shall assume possession for all purposes from and after closing.

5. PRORATION: The Property is exempt from taxation due to Seller being a municipality. Buyer shall be responsible for any and all real property taxes on the Property from and after Closing. Charges for utilities serving the Property shall be determined as of the day

preceding the Closing date, and Seller shall pay the amount of the utility charges to such date. All utility deposits of Seller shall belong to Seller. Any and all other expenses and payables relating to the operation, management or ownership of the Property arising or accruing prior to the Closing date are the responsibility of Seller and will be paid by Seller promptly upon receipt of appropriate billing. Contractual and tort liabilities accruing or relating to events that occurred prior to the Closing date shall remain the responsibility of Seller, except for events that occurred arising from the activities of Buyer, or its agents, principles, employees, contractors, or other invitees of Buyer on the Property. Tort liabilities relating to events that occur on or after" the Closing date shall be the responsibility of Buyer. The agreements with respect to prorations in this Section 5 shall survive Closing.

6. CONTRACTS: Seller has no continuing obligations or contracts concerning or pertaining to the property other than contracts, if any, which shall be cancelled or completed on or before Closing.

7. TITLE AND CONVEYANCE: Seller is to convey title to the Property by Special Warranty Deed with Seller to reserve oil, gas and minerals of like kind and nature. Within fifteen (15) days of the effective date ("Effective Date") of this Contract, Seller shall, at its cost, furnish Buyer with a commitment for Owner's Title Insurance from Mississippi Valley Title Insurance Company ("Title Commitment") and shall simultaneously furnish Buyer the most current survey of the Property and any documents listed as exceptions to title on Schedule B-2 of the Title Commitment ("Exception Documents"). At Closing, Seller shall provide an update to the Title Commitment in which the "Gap" exception has been deleted, binding the title company to issue to Buyer an owners' policy of title insurance covering the Property in the full amount of the Purchase Price, free and clear of all liens, encumbrances, leases, tenancies, covenants, conditions, restrictions, easements, and other matters affecting title except for the Permitted Exceptions and any other matters approved in writing by Buyer. Seller shall, prior to or at closing, satisfy all mortgages, deeds of trust, and monetary liens affecting the subject property. Title shall be good and marketable, subject to the following permitted exceptions ("Permitted Exceptions"):

- a. taxes and assessments not yet due and payable;
- b. easements and rights of way, if any, of record;
- c. protective covenants, if any, of record;
- d. applicable zoning ordinances;
- e. prior reservations of oil, gas and other minerals of like kind and nature, and mineral leases arising from the same and Seller's Mineral Reservation; and,
- f. matters that are shown by the latest survey of the Property or that would be revealed by an updated survey, if any, that are not subject to Survey Objections as hereinafter set forth.

Should Buyer have objections to title other than the Permitted Exceptions identified above, Buyer shall notify Seller in writing of these objections within ten (10) business days of the date of receipt by Buyer of Seller's Title Commitment and Exception Documents, specifying the alleged objections. In addition to the preceding sentence, Buyer shall have the right to object to any matter first appearing of record or discovered by Buyer after the effective date of the Title Commitment and before the Closing Date. Seller shall diligently undertake to cure the same within a reasonable time, not to exceed ninety (90) days but in no event shall Seller be required

to expend more than \$5,000.00 in curing title. If the Seller cannot cure the title objections raised by Buyer within the time and financial limitations set forth above, at Buyer's option, Buyer, to the exclusion of all other remedies, shall either (a) cancel this Contract, in which case the Earnest Money Deposit shall be returned to Buyer within five (5) days of Buyer's request for a return of the funds, or (b) accept title as is and close on the transaction.

8. SURVEY: Buyer has the right to conduct a survey or update the existing survey on part or all of the Property at Buyer's cost and expense prior to Closing. Any new or updated survey shall be based upon the Mississippi Minimum Standards applicable for the Property and shall be conducted by a licensed surveyor or engineer selected by Buyer. Any updated or new survey shall be completed by a written surveyor's inspection report and a plat identifying the Premises. An original signed survey and the inspection report shall be furnished to Seller by Buyer within five (5) days of receipt by Buyer. Should the survey indicate the presence of any defects in title not revealed by the Title Report or other matters that are not acceptable to Buyer ("Survey Objections"), then Buyer shall notify Seller of Buyer's Survey Objections prior to Closing. Seller shall have such reasonable time to perform curative work at Seller's expense if Seller agrees to do so, not to exceed ninety (90) days but in no event shall Seller be required to expend more than \$5,000.00 in curing the title. Should Seller not cure the title defect or other objections raised by Buyer to Buyer's satisfaction, at Buyer's option, Buyer, and to the exclusion of all other remedies, shall either (a) cancel this Contract, in which case the Earnest Money Deposit shall be returned to Buyer within five (5) days of Buyer's request, or, (b) accept the Property in its then present condition "as is" and close the transaction. Buyer shall inform Seller of its decision within five (5) business days of receiving written notice from the Seller to cancel the Contract or close.

9. ENVIRONMENTAL AUDIT: Buyer has the right to conduct an environmental site assessment (ESA) at Buyer's cost and expense prior to Closing. Any ESA performed by Buyers shall be based upon current ASTM Standards for the Phase I assessment of commercial property and shall be conducted by an environmental professional as defined within that standard and as selected by Buyer. The ESA shall be completed by a written report identifying the presence of recognized environmental conditions ("RECs") as defined in that standard, if any exist. A copy of the final report shall be furnished to Seller by Buyer within five (5) business days of receipt by Buyer of the final report. Should the report indicate the presence of any RECs that are either not acceptable to Buyer in its sole discretion or require further testing, Buyer shall notify Seller of any environmental objections. Seller shall have a reasonable time, not to exceed thirty (30) days to perform curative work at Seller's expense if Seller agrees to do so. Should Seller not undertake curative work and not cure the condition to a level acceptable to the Buyer, at Buyer's option, and to the exclusion of all other remedies, Buyer shall either (a) cancel this Contract, in which case the Earnest Money Deposit shall be returned to Buyer within five (5) days of Buyer's request and all environmental information and materials, including but not limited to, the ESA shall be returned to Seller, or (b) accept the Property in its then present condition "as is" and close the transaction. Buyer shall inform Seller of its decision within five (5) business days of receiving written notice from the Seller to cancel the Contract or close.

10. OTHER BUYER CONTINGENCIES AND ACCEPTANCE OF THE PROPERTY AT CLOSING: The obligation of Buyer to consummate the transaction

contemplated by this Contract is subject to the satisfaction of each of the following conditions as of the Closing date, except to the extent any such condition is waived in whole or in part by Buyer in writing at or prior to Closing.

a. Satisfaction. The representations and warranties of Seller contained in this Contract shall have been true on the date of this Contract and prior to Closing Seller shall have performed all obligations and complied with all covenants required by this Contract.

b. No Injunction. On the Closing date, there shall be no third party injunction, writ, preliminary restraining order or any order of any nature issued by a court of competent jurisdiction directing that the transactions contemplated herein not be consummated as herein provided which relates to the acts or omissions of Seller.

c. Removal of Personal Property. On or before the Closing date, Seller shall have removed any and all property from the vacant land.

d. Appraisal. The property must appraise for at least the amount of the purchase price stated in this contract.

e. No Designation of Landmark Status and Confirmation of Same from the Mississippi Department of Archives and History. As of the Closing date: (i) no portion of the Property shall have been designated as a Mississippi landmark or as otherwise having historical or architectural significance by the Mississippi Department of Archives and History. ("Special Designation/Recognition"); and (ii) the Mississippi Department of Archives and History has furnished written notice to Seller that the Mississippi Department of Archives and History does not intend to designate the property or buildings for Special Designation Recognition or has received notice of the sale of property by Seller to Buyer and consents to the sale without any restrictions or similar notice acceptable to the parties. Notwithstanding the foregoing, in the event the contingency described in Section 10(d) above is not satisfied or waived in writing by Buyer within one hundred eighty (180) days of the Effective Date of this Contract, Buyer shall have the right to cancel this Contract, in which case the Earnest Money Deposit shall be returned to Buyer within five (5) days of Buyers request.

There are no Buyer contingencies other than those set forth in this Contract. However, these contingencies are waivable at the Buyer's option, and, with respect to matters regarding title, survey and environmental assessment, will be deemed waived unless Buyer, within the time set for herein, objects to the same as provided for in this Contract. Subject to the representations and warranties of Seller set forth in this Contract, the Property is sold "as is" and "where is" with all faults.

11. OTHER SELLER CONTINGENCIES: The obligations of Seller to consummate the transaction contemplated by this Contract are subject to the satisfaction of each of the following conditions as of the Closing date, except to the extent any such condition is waived in whole or in part by Seller in writing at or prior to Closing.

a. Satisfaction. The representations and warranties of Buyer contained in this Contract shall have been true on the date of this Contract and on Closing. Buyer shall have performed all obligations and complied with all covenants required by this Contract.

b. No Injunction. On the Closing date, there shall be no third party injunction, writ, preliminary restraining order or any order of any nature issued by a court of competent jurisdiction directing that the transactions contemplated herein not be consummated as herein

provided which relates to the acts or omissions of Buyer. There are no Seller contingencies other than those set forth in this Contract. However, these contingencies are waivable at the Seller's option.

12. SPECIAL PROVISIONS: Buyer agrees to use commercially reasonable efforts to develop the property for a residential neighborhood and/or site for a new president's home within thirty-six (36) months of the closing date.

13. RISK OF INSPECTIONS UPON ENTRY: Buyer represents that Buyer and its agents, employees, independent contractors or others entering the Premises for the purposes of inspection, environmental audits, surveys, tests, or otherwise shall do so at Buyer's sole risk. Buyer agrees to come in, defend, indemnify, and hold Seller harmless from any claim, demand, loss, suit or judgment arising out of Buyer's inspection or entry onto the Premises, including but not limited to all costs and attorney's fees, incurred by Seller; provided, however, buyer shall not be responsible for any claims, demands, losses, suits or judgments arising from Buyer's discovery of pre-existing conditions at the Property. This representation and indemnity shall survive Closing or termination of this Contract for Purchase and Sale.

14. RISK OF LOSS: This Contract is further conditioned upon delivery of the Property in its present condition. In the event of material damage to the Property or the before closing, at Buyer's option, and to the exclusion of all other remedies, Buyer shall either (a) cancel this Contract, in which case the Earnest Money Deposit shall be repaid to Buyer within five (5) days of Buyer's request, (b) accept the Property in its then present condition "as is" and close the transaction; or (c) accept the Property in its then present condition and receive an assignment of the Seller's insurance proceeds, if any, concerning the Property. Buyer shall inform Seller of its decision within five (5) business days of receiving written notice of material damage from the Seller.

15. INSURANCE; MAINTENANCE OF PROPERTY: Seller shall maintain all existing hazard and liability insurance in full force and effect through the date and time of Closing. Buyer shall be responsible for any and all insurance from and after Closing. Prior to Closing, Seller shall perform ordinary maintenance and repair of the Property (but not including any capital or extraordinary expenditures).

16. BROKER:

a. Buyer represents and warrants that Buyer has not utilized the services of any broker, agent, realtor or other real estate professional or other person to whom any commission or fees are due arising out of the transaction contemplated by this Contract.

b. Seller represents and warrants that Seller has not utilized the services of any broker, agent, realtor or other real estate professional or other person to whom any commission or fees are due arising out of the transaction contemplated by this Contract.

c. Buyer and Seller shall indemnify and hold the other harmless from and against all claims, liabilities and any obligations for any commission, finders' fee or other compensation in connection with this Contract claimed by or through the indemnifying party.

17. WARRANTIES AND REPRESENTATIONS:

a. Seller represents and warrants to Buyer, to the best of Seller's knowledge with no duty to undertake further investigation of any kind, the following are true and correct at this time and will be true and correct at Closing Date:

- (i) There are no contracts, leases or other agreements pertaining to the property.
- (ii) Seller has not received any notice of any violation of federal, state or local environmental law, rule or regulation concerning the Property.
- (iii) Except as immediately set forth above, Seller is not aware of any other person or entity treating, storing, or disposing of hazardous waste in, on or under the Property.
- (iv) No person or entity has made any claim of right, title or interest in and to the Property including but not limited to by encroachment or adverse possession.
- (v) Seller has fully paid all contractors, laborers, suppliers and others for any work performed on the Property on any improvements upon the Property.
- (vi) There is no suit, investigation, action or other proceeding pending or threatened against Seller or the Property that if decided adversely to Seller would have a material adverse effect on Buyer's ability to perform its obligations under this Contract.
- (vii) No broker, agent, realtor or other person or entity is due any commission, fees or other compensation concerning the sale or marketing of the Property arising from the actions of Seller.
- (viii) Seller is duly formed and validly existing as a municipality of the State of Mississippi.
- (ix) Seller has the authority to execute this Contract, the terms thereof are binding upon Seller, and the execution of this Contract does not violate any other contracts, agreements or obligations of Seller.

b. Buyer represents and warrants to Seller, to the best of Buyer's knowledge, being the actual present knowledge of Steve Stanford, Vice President Mississippi College, with no duty to undertake further investigation of any kind, the following are true and correct at this time and will be true and correct at the Closing Date:

- (i) Buyer is solvent.
- (ii) Buyer has fully paid all contractors, laborers, suppliers and others for any work performed on the Property.
- (iii) There is no suit, investigation, action or other proceeding pending or threatened against Buyer or the Buyer's interest under this Contract that if decided adversely to Buyer would have a material adverse effect on Buyer's ability to perform its obligations under this Contract.
- (iv) No broker, agent, realtor or other person or entity is due any commission, fees or other compensation concerning the sale or marketing of the Property arising from the actions of Buyer.
- (v) Buyer is a not-for-profit corporation duly formed and validly existing under the laws of the State of Mississippi and is in good standing in the State of Mississippi.
- (vi) Buyer has the authority to execute this Contract, the terms thereof are binding upon Buyer and the execution of this Contract does not violate any other contracts, agreements or obligations of Buyer.

18. BREACH OF CONTRACT: The Buyer and the Seller agree that the following shall be the exclusive remedies for breach of this Contract:

a. In the event of breach of this Contract by Buyer, Seller's sole remedy shall be to accept the Earnest Money Deposit as liquidated damages and this Contract shall then be null and void except as to the indemnity provisions which shall survive termination of the Contract. Seller and Buyer agree that the Earnest Money Deposit is a reasonable approximation of damages that Seller may incur as a result of a breach by Buyer with the true amount of such damages being uncertain and with the acceptance of the Earnest Money Deposit constituting liquidated damages and not a penalty.

b. In the event of breach of this Contract by Seller, Buyer's sole remedy shall be to accept the Earnest Money Deposit back as liquidated damages and this Contract shall then be null and void except as the indemnity provisions which shall survive termination of this Contract.

19. NOTICE: Any notice, request, instruction or other document to be given or furnished under this Contract by either party to the other party shall be in writing and shall be delivered personally or shall be sent by facsimile or other electronic transmission (with a copy sent by regular U.S. mail) or registered or certified mail, postage prepaid, or by prepaid overnight delivery service, at the address or telecopier number or to such other address, telecopier number, e-mail address or person as either party may designate by written notice to the other party.

Seller: City of Clinton, Mayor Rosemary Aultman
Street Address: 300 Jefferson Street, Clinton, Mississippi 39056
Mailing Address: P.O. Box 156, Clinton, MS 39060-0156
Telephone Number: 601-925-6103
Telecopier Number:
E-mail:

Purchaser: Mississippi College
Attention: Steve Stanford, Vice President
Telephone Number: 601-925-3257
Telecopy Number: 601-925-3958
E-mail: standford@mc.edu
MC Box 4005
Clinton, Mississippi 39058
(601) 925-3257
(601) 925-3958

20. SURVIVAL OF CONTRACT: All obligations hereunder to be performed after Closing, and all warranties and representations contained herein, shall survive Closing and the delivery of the Special Warranty Deed to Buyer for a period of 180 days after the Closing, at which time such warranties, representations and covenants shall terminate in all respects unless written notice of any such breach has been delivered to the breaching party prior to such date.

21. AGREEMENT OF PARTIES: This Contract contains the entire and final agreement of the Parties, and cannot be changed except by their written consent. Neither Party

has relied upon any statement or representation made by the other Party not contained herein. Neither Party shall be bound by any terms, conditions, oral statements, warranties, or representations not herein contained. Each Party acknowledges reading and understanding this Contract. The provisions and warranties of this Contract shall apply to bind the heirs, executors, administrators, successors and assigns of the respective Parties hereto and shall survive closing only where so expressly stated. Gender and number, as herein used, shall be changed as the context may require. The terms of this Contract are negotiated and neither it in its entirety or any part thereof shall be construed more strongly against or in favor of either Party to this Contract. This Contract shall be governed by the laws of the State of Mississippi. If any provision of this Contract is invalid or unenforceable, the other provisions herein shall remain in full force and effect and shall be liberally construed in order to effectuate the purpose and intent of this Contract. Each Party hereby acknowledges receipt of a duplicate original hereof.

22. EXECUTION: To facilitate execution, this Contract may be executed in as many counterparts as convenient or required. The execution may be by facsimile copy or by email or other electronic signature. All counterparts when taken together shall constitute a single instrument for all purposes. A copy shall serve as an original. This Contract may be withdrawn with notice at any time before it is executed by the other Party. Upon execution by both Parties it shall be fully binding and irrevocable.

23. EXCLUSIVITY: Seller shall not continue to market, offer for sale, show or otherwise attempt to sell the Property and shall not solicit or receive offers during the pendency of this Contract.

24. ASSIGNMENT: Neither Party shall have the right without the prior written consent of the other Party to assign this Contract and the Earnest Money Deposit. Consent to assignment may be withheld by any Party in its sole discretion for any reason.

25. CLOSING DOCUMENTS AND DELIVERIES: At Closing, the Parties shall execute and deliver the following documents (in addition to any other documents reasonably requested by Seller or Buyer, the Settlement Agent, or Buyer's title insurance company):

a. The Seller's documents shall include a Special Warranty Deed, a Closing Statement, a 1099, a Seller's Affidavit, a certificate stating that the Seller's warranties in Paragraph 17 are true and correct as of Closing, and acceptance of bid and this Contract, and a non-foreign affidavit.

b. The Buyer's documents shall include a Closing Statement, a certificate the Buyer's warranties in Paragraph 16 are true and correct as of Closing, a resolution of Buyer's Board of Directors authorizing the purchase, and the balance of the Purchase Price plus or minus prorations, as applicable.

26. EFFECTIVE DATE: The Effective Date of this Contract shall be the last date signed by a Party.

So agreed and executed by the parties on the dates set forth below.

SELLER

By:

Its:

Date:

BUYER

MISSISSIPPI COLLEGE

By:

Its:

Date:

By:

Its:

Date:

SPECIAL ASSESSMENT
DISTRICTS
SUMMARY

1. Adopt a Resolution
2. Publish Notice
3. Send Notice By Certified Mail
4. Public Hearing - Majority of Landowners Must Approve
5. Resolution Authorizing Project
6. Municipality May Pay Part Out of General Fund
7. After Improvements are Completed - Resolution of Costs and Assessment Roll
8. Hearing on Objections to Assessment Roll
9. Levy Assessment

MEMORANDUM

TO: MAYOR AND BOARD OF ALDERMEN

FROM: KEN DREHER

DATE: AUGUST 1, 2012

**RE: SPECIAL ASSESSMENTS – SUMMARY OF STATUTES
(Miss Code Ann. §21-41-1 et seq.) AND PROCEDURES
HAMPSTEAD BOULEVARD/HEDERMAN PROPERTY**

- 1. Municipalities have the option of making local improvements and charging the total or partial costs incurred to the property owners benefited by the improvements. This is done by levying and collecting special assessments. Permitted improvements include streets, water, sewer and drainage.**
- 2. The governing body must adopt a resolution declaring the necessity of the improvement and describing the nature and extent of the work, the general character of the material to be used, the location and terminal points of streets, highways, boulevards, avenues, squares, alleys, parks or parts thereof. The boundary of the areas in which the improvements are to be made must be clearly defined.**
- 3. The resolution must be published once a week for three consecutive weeks in a newspaper having general circulation in the municipality.**
- 4. The resolution must fix a date when the governing body will meet to hear any objections or comments that the public may have regarding the improvements. The date set for the hearing cannot be less than fifteen (15) days after the date of the first publication of the notice. Plans must be on file with the City Clerk and/or the City Engineer.**
- 5. In addition, the city clerk must send a copy of the notice by certified mail within five (5) days after last publication of the notice to the last known addresses of the owners of the property affected by the resolution.**
- 6. At the hearing anyone may appear either in person or represented by attorney or petition and may object or protest against the improvements or any part of it. If a majority of the property owners**

owning more than 50% of the front footage of the property involved who actually reside on the property to be improved file a protest, then the improvements may not be made. The governing body, after consideration of the objections and protests, if any, may make amendments, modifications or a rescission of the resolution, and must also determine whether the improvements will be made, and how the cost of it shall be paid. The determination of the governing body in this regard is final and conclusive.

7. The result of the public hearing is a resolution authorizing the improvement project to move forward. This resolution directs the costs and expense of the improvements authorized and fixes a charge upon the property benefited. In addition, the resolution must direct the method of assessing the cost and expense against the property abutting the improvement according to the frontage.
8. If the improvement is sewage or sanitary disposal systems, the resolution must designate the entire area to be benefited by the improvement and will direct the cost to be assessed against each lot or parcel of land. This will be done by dividing the entire cost by the total number of front feet fronting on all the streets embraced within the improvement area and multiplying the quotient by the number of feet of street frontage in a particular lot or parcel of land. The result is assessed by the governing authorities against the property owners as the amount of the special tax for each lot or piece of ground which is the owner's part of the cost of the entire improvement. The statute also states: In the case of water mains, water connections, sanitary sewers or sanitary disposal systems, the said resolution shall provide that the entire cost thereof, or so much of the same as the governing authorities of the municipality shall fix, shall be assessed against either the property benefited or the property on which each such improvement is located, without regard to the front footage of such improvement.
9. The portion of the cost of the improvement which governing body deems proper for the municipality to pay may be paid out of the general fund or any other special fund provided for that purpose. The interest accrued while the improvement is under construction and for six months thereafter together with the interest on interim financing is deemed a part of the cost of the improvement. Engineering and inspection costs which are chargeable to the improvement shall also be deemed a part of the cost of the improvement as will all cost for the issuance of any bonds, notes or other obligations associated with the improvements.

10. After the improvements have been completed, the governing body determines the final cost of the improvement and declares it by resolution. The governing body composes a roll or list ("the assessment roll") which shows the names of the property owners and the description of their parcel of land. This roll becomes part of a separate assessment book which is maintained as public record as the assessment book for local improvements. The book constitutes notice to the public of lien against the land assessed.
11. After the completion of the assessment roll is delivered to the city clerk who gives notice by publication in a newspaper that the assessment roll has been delivered to him and is open for inspection in his office at a time and place mentioned in the notice. Not less than fifteen (15) days from the date of the first publication, the governing authorities of the municipality will meet to hear and determine any objections or defense of the roll. At the time and place set for the hearing, any property owner may appear and object or defend the proposed assessment against his property or the amount.
12. After consideration of the objection or defense, the governing authorities may change, correct or alter the assessment, but may not increase it without notice to the property owner.
13. Once all protests and defenses have been heard, the governing authorities will by resolution approve and confirm all the assessments as finally fixed and adjusted. From this date forward, the confirming assessment will constitute a lien upon the respective lots or parcels of land or other real property. If a person fails to object to the proposed assessment, they will be deemed to have consented to the assessment and consequently, will be considered to have approved the same. Any property owner who still feels aggrieved after the hearing may appeal his case to the circuit court.
14. Within ninety (90) days of the date of confirmation of the special assessment levied, the assessment must be paid in full to the municipality. A single payment is not necessary by the taxpayer. By resolution, the governing authorities may allow property owners to make the payment in twenty (20) equal installments with interest from the date of confirmation at the time rate as is fixed in the bonds issued to raise the money to pay the cost of the improvements.
15. If a property owner does not take an appeal from the assessment and fails to pay the assessment in full within ninety (90) days from the date of confirmation, the property owner is deemed to have admitted the legality and waives all right to contest the validity of the assessment. The installments of the assessment shall be due and payable at the

same time the annual municipal tax becomes due and payable commencing with the first municipal tax levy payable after the expiration of ninety (90) days from the confirmation date of the assessment.

16. Annually, the governing body certifies to the tax collector the annual installment of the assessment due from each tract of land against which the installment has been levied, together with the amount of interest upon all unpaid installments. The assessment shall bear a rate of interest not to exceed six per cent (6%) per annum which will be fixed by the governing body at the time the assessments are made final.
17. At the municipality's option, the time for the taxpayer's payment of the special assessment may be spread over a period not to exceed twenty (20) years. Should a municipality desire to do this, it must pass an ordinance bearing its intention to extend the time to those property owners who desire to take advantage of it and fixing the time for the payment of future or further installments.

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF CLINTON, MISSISSIPPI DECLARING
THE NECESSITY OF PROPOSED IMPROVEMENTS, BEING A
PUBLIC STREET, THE COST OF WHICH IS TO
BE ASSESSED AGAINST THE PROPERTY BENEFITTED,
DESCRIBING THE NATURE AND EXTENT OF THE WORK
THE GENERAL CHARACTER OF THE MATERIALS TO BE USED,
THE LOCATION AND TERMINAL POINTS OF SAID PUBLIC STREET,
AND DEFINING THE AREAS IN WHICH SUCH
IMPROVEMENTS ARE TO BE MADE, PROVIDING FOR THE
PUBLICATION OF THIS RESOLUTION AND FIXING A DATE
FOR THE HEARING OF OBJECTIONS OR REMONSTRANCES,
AND FOR RELATED PURPOSES OF THE
HAMPSTEAD BOULEVARD PROJECT**

**WHEREAS, Mississippi Code Annotated, Section 21-41-1, et seq., authorizes
the Mayor and Board of Aldermen, being the governing authority of the City of
Clinton, Mississippi, to cause local improvements in the form of a public street to be
constructed either wholly or partly at the cost of the property owners benefited by
such improvements by levying and collecting special assessments on such
improvements in the manner provided by the aforesaid law; and**

**WHEREAS, the governing authority of the City of Clinton, Mississippi does,
hereby determine to make the following improvements:**

A paved public road including all necessary right-of-way and related drainage and utility improvements. The roadway will be hard surfaced (asphalt) street and will be a portion of Hampstead Boulevard project. The actual location of the portion of Hampstead Boulevard included as part of this local improvement project is described more fully in Exhibit "B" attached to and made a part hereof and such description includes the terminal points of this project as laid out in the Benefited Area described in Exhibit "A". The local improvement project set out herein includes a temporary construction easement described in Exhibit "C" and a permanent easement described in Exhibit

"D", all of which are attached hereto and made a part hereof.

The material to be used in this local improvement project an asphalt roadway and related drainage and utility improvements. The proposed materials are more fully described in Exhibit "E", attached hereto and made a part hereof.

The Benefited Area affected by the above improvements and against which property the cost of such improvements will be assessed is described as follows:

See Exhibit "A" attached hereto.

WHEREAS, the governing authority of the City of Clinton does hereby find, determine and adjudicate that such improvements are necessary and in the public interest and the total cost of such improvements should be assessed against the property benefited, which benefited property is hereby found and determined to be the property as hereinabove described and designated as the Benefited Area; and,

WHEREAS, the total cost of the project including allowance for contingencies, engineering, testing, interest, rights of way and legal fees for such project is estimated to be \$3,842,529.75; and,

WHEREAS, plans and specifications of the aforesaid project have been completed by Williford Gearhart and Knight, Inc. and are on file in the office of the City Clerk and on file in the office of the City Engineer at 300 Jefferson Street, Clinton, Mississippi 39056; and,

WHEREAS, having found, determined, and declared necessary the proposed improvements and desiring to fix a date when the governing authority of the City of Clinton shall meet, which date shall be not less than 15 days after the date of the

first publication of a notice providing for such meeting, to hear objections and remonstrances that may be made to said improvements and how the cost thereof shall be paid; and,

WHEREAS, the City Clerk is hereby directed to cause publication of said notice to be made in the form, manner and for the time required by law and such City Clerk is directed to send a copy of the notice, by certified mail, postage prepaid, within 5 days after the first publication of the notice herein provided for, to the last known address and owners of property affected by this Resolution as determine by the land rolls last approved by the County and to be benefited by the improvements to be made, which property owners and their last known addresses as shown by the land rolls last approved by the County are hereby found and determined to be as follows:

See Exhibit "B" attached hereto.

NOW, THEREFORE:

BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi that the governing authority of the City of Clinton does hereby determine to make special improvements within the City by the laying out and construction of a public street generally described, as hereinbefore set forth, which improvements shall be made in accordance with plans and specifications for such system prepared by Williford Gearhart and Knight, Inc. and on file at the address hereinbefore stated and in the office of the City Clerk of the City of Clinton, which plans and specifications are hereby approved.

BE IT FURTHER RESOLVED, that the governing authority of the City of Clinton does hereby find, determine and adjudicate that the hereinbefore described improvements are necessary and in the public interest and that the total costs of such improvements should be assessed against the property benefited which benefited property is hereby found and determined to be the property hereinbefore described and designated as the Benefited Area.

BE IT FURTHER RESOLVED, that the total cost of such special improvements including the sums required for contingencies, engineering, testing, interest, legal expenses and rights of way for the project is hereby established to be the sum of \$384,259.75.

BE IT FURTHER RESOLVED, that the total cost of the special improvement project in the estimated amount of \$842,529.75 shall be assessed against the property benefited, which property benefited is more particularly described above.

BE IT FURTHER RESOLVED, that the owners of the property to be benefited, against which assessment for costs of such improvement project will be made, and effected by this Resolution and the last known addresses of such owners are as set forth above.

BE IT FURTHER RESOLVED, that the Mayor and Board of Aldermen of the City of Clinton, Mississippi shall hold a meeting on the 18th day of September, 2012, at 7 p.m. at the Municipal Courtroom, 305 Monroe Street, Clinton, Mississippi, said meeting will be more than 15 days after the date of the first publication of this Resolution and the notice declaring the necessity of construction

of said special improvements, for the purpose of hearing any and all objections or remonstrances to the construction of said special improvements or any part thereof.

BE IT FURTHER RESOLVED, that the City Clerk of the City of Clinton, Mississippi is hereby directed to cause a notice to be published together with this Resolution once each week for three consecutive publications in a public newspaper, The Clarion Ledger, having a general circulation in the municipality and is further directed to send a copy of such notice, by certified mail, postage prepaid, within five days after the first publication of the notice herein provided for, to the owners of the property affected by this Resolution as above named at the last known address as herein stated, such notice to be in the following form:

NOTICE

Notice is hereby given that the Mayor and Board of Aldermen of the City of Clinton, Mississippi will meet in special session on September 18, 2012, at 7 p.m. in the Municipal Courtroom, 305 Monroe Street, in the City of Clinton, Mississippi to hear any objections or remonstrances that may be made to the following improvements, or any part thereof, which the Mayor and Board of Aldermen have found, determined and adjudicated to be necessary and in the public interest:

The laying out and construction of a public street generally described as follows:

A paved public road including all necessary right-of-way and related drainage and utility improvements. The roadway will be hard surfaced (asphalt) street and will be a portion of Hampstead Boulevard project. The actual location of the portion of Hampstead Boulevard included as part of this local improvement project is

described more fully in Exhibit "B" attached to and made a part hereof and such description includes the terminal points of this project as laid out in the Benefited Area described in Exhibit "A". The local improvement project set out herein includes a temporary construction easement described in Exhibit "C" and a permanent easement described in Exhibit "D", all of which are attached hereto and made a part hereof.

The material to be used in this local improvement project an asphalt roadway and related drainage and utility improvements. The proposed materials are more fully described in Exhibit "E", attached hereto and made a part hereof.

The Benefited Area affected by the above improvements and against which property the cost of such improvements will be assessed is described as follows:

See Exhibit "A" attached hereto.

The names and addresses of the owners of the property affected by the improvements aforesaid are as follows:

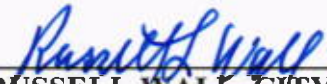
See Exhibit "B" attached hereto.

At said meeting, or at a time and place, to which same may be adjourned, any person aggrieved may appear in person, by attorney, or by petition and may object to, or protest against said improvements or any part thereof; the Mayor and Board of Aldermen will consider the objections and protests, if any, and may confirm, amend, modify or rescind the Resolution of Necessity and shall determine whether said improvements shall be made and how the costs thereof shall be paid, which determination shall be final and conclusive.

However, if a majority of the property owners owning more than 50% of the property involved and actually occupying property owned by them and included within that area determined to be benefited shall file a protest, then the improvements shall not be made.

The plans and specifications of the work constituting the improvements to be made are on file in the office of the City Clerk of the City of Clinton at the City Hall located in Clinton, Mississippi, and the office of the City Engineer of the City of Clinton, 300 Jefferson Street, Clinton, Mississippi.

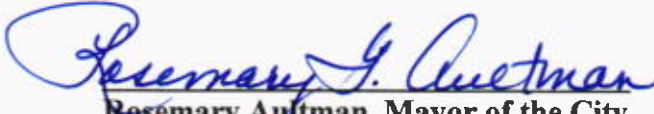
BY ORDER OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, in a regular meeting assembled on this the 7th day of August, 2012.



RUSSELL WALL, CITY CLERK
CITY OF CLINTON, MISSISSIPPI

Publish: August 31, 2012, 2012

**SO RESOLVED by the Mayor and Board of Aldermen of the City of Clinton
Mississippi, in regular meeting assembled on this the 7th day of August, 2012.**


Rosemary Aultman, Mayor of the City
of Clinton, Mississippi

ATTEST:

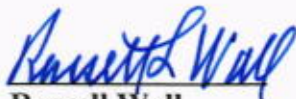

Russell Wall
City Clerk



EXHIBIT "A"
BENEFITED AREA

ALL THAT PORTION OF THE REAL PROPERTY HELD BY THE TRUSTEES
UNDER THE TERMS OF A TRUST ESTABLISHED BY A WARRANTY DEED
RECORDED IN BOOK 2424, PAGE 326, IN THE OFFICE OF THE CHANCERY
CLERK OF HINDS COUNTY, MISSISSIPPI, AT JACKSON, MISSISSIPPI, AND
LOCATED IN SECTION 33, T-6-N, R-1-W, AND LOCATED WITHIN THE
MUNICIPAL LIMITS OF THE CITY OF CLINTON, MISSISSIPPI.

EXHIBIT "B"

Hampstead Right-of-Way

Commencing at a found 1 inch iron bar marking the Northwest corner of Section 32, Township 6 North, Range 1 West, Hinds County, First Judicial District. THENCE run South for a distance of 2,768.05 feet to a point. THENCE run East for a distance of 5,311.65 feet to a found 1/2 inch rebar lying on the North right-of-way line of Interstate Highway 20, as same exists this date, (September, 2011). Said 1/2 inch rebar being 60.75 feet right of and measured perpendicular to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 49+40.14, and being the POINT OF BEGINNING of the herein described 9.77 acre parcel;

- THENCE leaving said North right-of-way line of Interstate Highway 20, run North 00° 24' 25" West for a distance of 35.78 feet to a found 1/2 inch rebar. Said 1/2 inch rebar being 30.57 feet right of and measured perpendicular to the said centerline of Hampstead Boulevard, Phase II project at Station 49+20.91;
- THENCE run North 89° 14' 25" East for a distance of 130.41 feet to a point on the proposed North right-of-way line of Hampstead Boulevard, Phase II. Said point being 40.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 50+30.66;
- THENCE along said proposed North right-of-way line of Hampstead Boulevard, Phase II, run the following nine (9) courses:
 1. South 58° 00' 56" East for a distance of 17.55 feet to a point marking the point of curvature of a curve to the left. Said point being 40.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 50+48.21;
 2. Along said curve to the left an arc distance of 1,029.17 feet to a point marking the point of a compound curve. Said point being 40.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 61+06.24. Said curve to the left having a radius of 1,426.59 feet, a chord bearing and distance of South 78° 40' 58" East, 1,007.00 feet;
 3. Along said compound curve to the left an arc distance of 1,377.08 feet to a point marking the point of a reverse curve. Said point being 40.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 75+30.80. Said compound curve to the left having a radius of 1,160.00 feet, a chord bearing and distance of North 46° 38' 28" East, 1,297.63 feet;
 4. Along said reverse curve to the right an arc distance of 485.75 feet to a point marking the point of tangency of said curve. Said point being 40.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 79+94.24. Said reverse curve to the right having a radius of 870.90 feet, a chord bearing and distance of North 28° 36' 38" East, 479.48 feet;
 5. Along the tangent of said curve, run North 44° 35' 20" East for a distance of 507.54 to a point marking the point of curvature of a curve to the left. Said point being 40.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 85+01.78;

6. Along said curve to the left, run Northeasterly an arc distance of 189.49 feet to a point marking the point of tangency of said curve. Said point being 40.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 87+01.95. Said curve to the left having a radius of 710.00 feet, a chord bearing and distance of North 36° 56' 35" East for a distance of 188.93 feet;
7. Along the tangent of said curve, run North 29° 17' 49" East for a distance of 24.85 feet to point. Said point being 40.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 87+26.80;
8. North 60° 42' 11" West for a distance of 11.96 feet to a point marking the Southeast corner of a parcel of land as conveyed to Wal Mart Real Estate Business Trust, and recorded in Deed Book 5107, Page 96 in aforesaid Chancery Clerk's office of Hinds County, First Judicial District. Said point being 51.96 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 87+26.80;
9. Along the Easterly line of said "Wal Mart" property being the same as said proposed North right-of-way line, run North 29° 46' 14" East for a distance of 567.25 feet to a point marking a point on the West right-of-way line of existing Hampstead Boulevard as recorded in Deed Book 5262, Page 725. Said point being 55.95 feet left of and measured radially to said centerline of Hampstead Boulevard, Phase II project extended at Station 92+83.68;
- THENCE along said West right-of-way line run the following two (2) courses:
 1. South 59° 27' 43" East for a distance of 16.20 feet to a point. Said point being 40.00 feet left of and measured radially to said centerline of Hampstead Boulevard, Phase II project extended at Station 92+86.22;
 2. Southwesterly along a curve to the left an arc distance of 88.47 feet to a point. Said point being 40.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 92+05.77. Said curve to the left having a radius of 441.28 feet, a chord bearing and distance of South 35° 05' 49" West, 88.32 feet;
- THENCE run South 60° 38' 47" East for a distance of 80.00 feet to a point on the proposed South right-of-way line of said Hampstead Boulevard, Phase II. Said point being 40.00 feet right of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 92+05.77;
- THENCE along said proposed South right-of-way line, run the following five (5) courses:
 1. South 29° 17' 49" West for a distance of 503.79 feet to a point marking the point of curvature of a curve to the right. Said 1/2 inch rebar set being 40.00 feet right of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 87+01.95;
 2. Along said curve to the right, run Southwesterly along the arc of said curve an arc distance of 210.85 feet to a point at the point of tangency of said curve. Said point being 40.00 feet right of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 85+01.78. Said curve to the right having a radius of 790.00, a chord bearing and distance of South 36° 56' 35" West, 210.22 feet;

3. Along the tangent of said curve, run South 44° 35' 20" West for a distance of 507.54 feet to a point marking the point of curvature of a curve to the left. Said point being 40.00 feet right of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 79+94.24;
 4. Southwesterly along said curve to the left an arc distance of 441.13 feet to a point marking the point of a reverse curve to the right. Said point being 40.00 feet right of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 75+30.80. Said curve to the left having a radius of 790.90 feet, a chord bearing and distance of South 28° 36' 38" West, 435.43 feet;
 5. Southwesterly along said reverse curve to the right an arc distance of 1,472.05 to a point. Said point being 40.00 feet right of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 61+06.24. Said reverse curve to the right having a radius of 1,240.00 feet and a chord bearing and distance of South 46° 38' 28" West, 1,387.12 feet;
- THENCE leaving said proposed South right-of-way line, run South 52° 57' 52" West for a distance of 66.87 feet to a point. Said point being 72.21 feet right of and measured radially to said centerline of Hampstead Boulevard, Phase II project at Station 60+49.79;
 - THENCE run South 73° 56' 01" West for a distance of 446.03 feet to a point on the afore mentioned North right-of-way line of Interstate Highway No. 20. Said 1/2 inch rebar set being 200.66 feet right of and measured radially to said centerline of Hampstead Boulevard, Phase II project at Station 56+57.53;
 - THENCE along said North right-of-way line, run North 58° 09' 22" West for a distance of 781.00 feet back to the POINT OF BEGINNING, containing 9.77 acres, (425,657 square feet), more or less.

EXHIBIT "C"

Temporary Easement:

PARCEL 1:

Commencing at a found 1 inch iron bar marking the Northwest corner of Section 32, Township 6 North, Range 1 West, Hinds County, First Judicial District. THENCE run South for a distance of 2,870.47 feet to a point. THENCE run East for a distance of 5,770.48 feet to a point being 55.00 feet left of and measured radially to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 54+00.00 and being the POINT OF BEGINNING of the herein described 0.52 acre temporary construction easement 1;

- THENCE run North 18° 14' 28" East for a distance of 105.00 feet to a point being 160.00 feet left of and measured radially to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 54+00.00;
- THENCE run North 80° 04' 58" East for a distance of 166.97 feet to a point being 230.00 feet left of and measured radially to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 55+75.00;
- THENCE run South 11° 24' 15" West for a distance of 175.00 feet to a point being 55.00 feet left of and measured radially to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 55+75.00;
- THENCE run Northwesterly along a curve to the right an arc distance of 168.44 feet back to the POINT OF BEGINNING of the herein described temporary construction easement 1. Said curve to the right having a radius of 1,411.59 feet, a chord bearing and distance of North 75° 10' 39" West, 168.34 feet. Above described temporary construction easement containing 0.52 acres, (22,714 square feet), more or less.

PARCEL 2:

Commencing at a found 1 inch iron bar marking the Northwest corner of Section 32, Township 6 North, Range 1 West, Hinds County, First Judicial District. THENCE run South for a distance of 2,936.93 feet to a point. THENCE run East for a distance of 6,099.92 feet to a point being 55.00 feet left of and measured radially to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 57+50.00 and being the POINT OF BEGINNING of the herein described 0.52 acre temporary construction easement 2;

- THENCE run North 04° 34' 03" East for a distance of 175.00 feet to a point being 230.00 left of and measured radially to the centerline of the above referenced Hampstead Boulevard, Phase II at Station 57+50.00;
- THENCE run South 73° 09' 29" East for a distance of 179.00 feet to a point being 180.00 feet left of and measured radially to the centerline of the above referenced Hampstead Boulevard, Phase II at Station 59+50.00;
- THENCE run South 03° 14' 46" East for a distance of 125.00 feet to a point being 55.00 feet left of and measured radially to the centerline of the above referenced Hampstead Boulevard, Phase II at Station 59+50.00;
- THENCE run Northwesterly along a curve to the right an arc distance of 192.50 feet back to the POINT OF BEGINNING of the herein described temporary construction easement 2. Said curve to the right having a radius of 1,411.59 feet, a chord bearing and distance of North 89° 20' 22" West, 192.35 feet. Above described temporary construction easement containing 0.64 acres, (27,719 square feet), more or less.

EXHIBIT "D"

Permanent Drainage and Utility Easement:

PARCEL 1:

Commencing at a found 1 inch iron bar marking the Northwest corner of Section 32, Township 6 North, Range 1 West, Hinds County, First Judicial District. THENCE run South for a distance of 2,730.54 feet to a point. THENCE run East for a distance of 5,441.79 feet to a point being 40.00 feet left of and measured perpendicular to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 50+30.66 and being the POINT OF BEGINNING of the herein described 1.88 acre permanent drainage and utility easement 1;

- THENCE run North 89° 14' 25" East for a distance of 27.75 feet to a point being 55.00 feet left of and measured perpendicular to the said centerline of Hampstead Boulevard, Phase II project at Station 50+54.23;
- THENCE along a line 15 feet perpendicular to and parallel with the North right-of-way line of the proposed Hampstead Boulevard Phase II, run Southeasterly along a curve to the left an arc distance of 501.24 feet to a point. Said point being 55.00 feet left of and measured radially to the said centerline of Hampstead Boulevard, Phase II project at Station 55+75.00. Said curve to the left having a radius of 1411.59 feet and a chord bearing and distance of South 68° 25' 24" East, 498.61 feet to a point;
- THENCE leaving said parallel line, run North 11° 24' 15" East for a distance of 175.00 feet to a point. Said point being 230.00 feet left of and measured radially to said centerline of Hampstead Boulevard, Phase II project at Station 55+75.00;
- THENCE run South 82° 00' 51" East for a distance of 147.47 feet to a point. Said point being 230.00 feet left of and measured radially to said centerline of Hampstead Boulevard, Phase II project at Station 57+50.00;
- THENCE run South 04° 34' 03" West for a distance of 175.00 feet to a point. Said point being 55.00 feet left of and measured radially to said centerline of Hampstead Boulevard, Phase II project at Station 57+50.00;
- THENCE along a line 15 feet perpendicular to and parallel with the aforesaid North right-of-way line of the proposed Hampstead Boulevard Phase II, run the follow six (6) courses:
 1. Easterly along a curve to the left an arc distance of 342.88 feet to a point of a compound curve to the left. Said point being 55.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 61+06.24. Said curve to the left having a radius of 1411.59 feet and a chord bearing and distance of North 87° 36' 31" East, 342.04 feet;
 2. Northeasterly along said compound curve to the left an arc distance of 1359.27 feet to a point of reverse curve. Said point being 55.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 75+30.80. Said compound curve to the left having a radius of 1145.00 and a chord bearing and distance of North 46° 38' 28" East, 1280.85 feet;
 3. Northeasterly along said reverse curve to the right an arc distance of 494.11 feet to the point of tangency of said reverse curve. Said point being 55.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 79+94.24. Said reverse curve to the right having a radius of 885.90 feet and a chord bearing and distance of North 28° 36' 38" East, 487.73 feet;
 4. North 44° 35' 20" East along the tangent of said reverse curve for a distance of 507.54 feet to the point of curvature of a curve to the left. Said point being 55.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 85+01.78.;

5. Northeasterly along said curve to the left an arc distance of 185.49 feet to the point of tangency of said curve. Said point being 55.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 87+01.95. Said curve to the left having a radius of 695.00 feet and a chord bearing and distance of North 36° 56' 35" East, 184.94 feet;
 6. North 29° 17' 49" East for a distance of 24.88 feet to a point on the Southerly line of a parcel of land as conveyed to Wal-Mart Real Estate Business Trust and recorded in Deed Book 5107, Page 96 in the above referenced Chancery Clerk's Office. Said point being 55.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 87+26.80.
- THENCE along said Wal-Mart Southerly line and an extension thereof, run South 60° 42' 11" East for a distance of 15.00 feet to a point on aforesaid North right-of-way line of proposed Hampstead Boulevard Phase II. Said point being 40.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 87+26.80;
 - THENCE along said North right-of-way line of proposed Hampstead Boulevard Phase II, run the following seven (7) courses:
 1. South 29° 17' 49" West for a distance of 24.85 feet to the point of curvature of a curve to the right. Said point being 40.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 87+01.95;
 2. Southwesterly along a said curve to the right an arc distance of 189.49 feet to the point of tangency of said curve. Said point being 40.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 85+01.78. Said curve to the right having a radius of 710.00 feet and a bearing chord and distance of South 36° 56' 35" West, 188.93 feet to the point of tangency of said curve;
 3. South 44° 35' 20" West along the tangency of said curve for a distance of 507.54 feet to the point of curvature of a curve to the left. Said point being 40.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 79+94.24;
 4. Southwesterly along said curve to the left an arc distance of 485.75 feet to a point of reverse curve to the right. Said point being 40.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 75+30.80. Said curve to the left having a radius of 870.90 feet and a chord bearing and distance of South 28° 36' 38" West, 479.48 feet;
 5. Southwesterly along a reverse curve to the right an arc distance of 1377.08 feet to a point of a compound curve. Said point being 40.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 61+06.24. Said curve to the right having a radius of 1160.00 feet, a chord bearing and distance of South 46° 38' 28" West, 1297.63 feet;
 6. Westerly along said compound curve to the right an arc distance of 1029.17 feet to the point of tangency of said compound curve. Said point being 40.00 feet left of and measured perpendicular to said centerline of Hampstead Boulevard, Phase II project at Station 50+48.21. Said compound curve having a radius of 1426.59 feet, a chord bearing and distance of North 78° 40' 58" West, 1007.00 feet;
 7. North 58° 00' 56" West for a distance of 17.55 feet back to the POINT OF BEGINNING of the herein described permanent drainage and utility easement parcel 1, containing 1.88 acres, (81,980 square feet), more or less.

PARCEL 2:

Commence at a found 1 inch iron bar marking the Northwest corner of Section 32, Township 6 North, Range 1 West, Hinds County, First Judicial District. THENCE run South for a distance of 3,035.50 feet to a point. THENCE run East for a distance of 6,431.77 feet to a point being 55.00 feet right of and measured

perpendicular to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 60+79.16 and being the POINT OF BEGINNING of the herein described 1.09 acre permanent drainage and utility easement 2;

- THENCE along the South right-of-way line of proposed Hampstead Boulevard Phase II, run the following six (6) courses:
 1. North 52° 57' 52" East for a distance of 31.73 feet to a point. Said point being 40.00 feet right of and measured perpendicular to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 61+06.24;
 2. Northeasterly along a curve to the left an arc distance of 1472.05 feet to a point of reverse curve. Said point being 40.00 feet right of and measured perpendicular to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 75+30.80. Said curve to the left having a radius of 1240.00 feet, a chord bearing and distance of North 46° 38' 28" East, 1387.12 feet;
 3. Northeasterly along said reverse curve to the right an arc distance of 441.13 feet to the point of tangency of said reverse curve. Said point being 40.00 feet right of and measured perpendicular to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 79+94.24. Said reverse curve to the right having a radius of 790.90 feet, a chord bearing and distance of North 28° 36' 38" East, 435.43 feet;
 4. North 44° 35' 20" East for a distance of 507.54 feet to the point of curvature of a curve to the left. Said point being 40.00 feet right of and measured perpendicular to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 85+01.78;
 5. Northeasterly along said curve to the left an arc distance of 210.85 feet to the point of tangency of said curve. Said point being 40.00 feet right of and measured perpendicular to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 87+01.95. Said curve to the left having a radius of 790.00 and a chord bearing and distance of North 36° 56' 35" East, 210.22 feet;
 6. North 29° 17' 49" East for a distance of 502.13 feet to a point on the Southerly line of a parcel of land as conveyed to Powers Road Associates and recorded in Deed Book 5577, Page 860 in the above referenced Chancery Clerk's Office. Said point being 40.00 feet right of and measured perpendicular to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 92+04.08;

THENCE leaving aforesaid South right-of-way line of proposed Hampstead Boulevard Phase II and along said Southerly line of the "Powers Road Associates" parcel, run South 60° 42' 28" East for a distance of 15.00 feet to a point being 55.00 feet right of and measured perpendicular to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 92+04.08;

THENCE along a line which is fifteen (15) feet perpendicular to and running parallel with said South right-of-way line of proposed Hampstead Boulevard Phase II, run the following six (6) courses:

1. South 29° 17' 49" West for a distance of 502.13 feet to the point of curvature of a curve to the right. Said point being 55.00 feet right of and measured perpendicular to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 87+01.95;
2. Southwesterly along said curve to the right an arc distance of 214.85 feet to the point of tangency of said curve. Said point being 55.00 feet right of and measured perpendicular to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 85+01.78. Said curve to the right having a radius of 805.00 feet and a chord bearing and distance of South 36° 56' 35" West, 214.21 feet.
3. South 44° 35' 20" West along the tangency of said curve for a distance of 507.54 feet to the point of curvature of a curve to the left. Said point being 55.00 feet right of and measured perpendicular to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 79+94.24.

4. Southwesterly along said curve to the left an arc distance of 432.76 to a point of reverse curve. Said point being 55.00 feet right of and measured perpendicular to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 75+30.80. Said curve to the left having a radius of 775.90 feet and a chord bearing and distance of South $28^{\circ} 36' 38''$ West, 427.17 feet.
5. Southwesterly along said reverse curve an arc distance of 1489.86 feet to a point of a compound curve. Said point being 55.00 feet right of and measured perpendicular to the centerline of the above referenced Hampstead Boulevard, Phase II project at Station 61+06.24. Said reverse curve having a radius of 1255.00 feet and a chord bearing and distance of South $46^{\circ} 38' 28''$ West, 1403.90 feet.
6. Southwesterly along said compound curve to the right an arc distance of 28.10 feet back to the POINT OF BEGINNING of the herein described permanent drainage and utility easement 2. Said compound curve to the right having a radius of 1521.59 feet and a chord bearing and distance of South $81^{\circ} 10' 45''$ West, 28.09 feet. Above described permanent 15 foot wide drainage and utility easement containing 1.09 acres, (47,318 square feet), more or less.

EXHIBIT "E"

CITY OF CLINTON, MS
HAMPSTEAD BOULEVARD - PHASE II
STP-7635-00(001)LPA/105562-701000
Revised 7/23/2012

ESTIMATED CONSTRUCTION COSTS					
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
PARTICIPATING ITEMS:					
EARTHWORK ITEMS					
201-A001	Clearing and Grubbing	LS	1.0	\$ 150,000.00	\$ 150,000.00
203-A003	Unclassified Excavation, FM, AH	CY	23,398	\$ 5.00	\$ 116,990.00
203-EX017	Borrow Excavation, AH, FME, Class B9-6	CY	6,199	\$ 17.50	\$ 108,485.09
203-F001	Channel Excavation, FM	CY	3,500	\$ 7.00	\$ 24,500.00
203-G003	Excess Excavation, FM, AH	CY	4,259	\$ 5.00	\$ 21,295.00
206-A001	Structure Excavation	CY	4,305	\$ 9.50	\$ 40,895.84
206-B001	Select Material for Undercuts, Contractor Furnished, FM	CY	2,780	\$ 35.00	\$ 97,300.00
209-A005	Geotextile Stabilization, Type VI, Non-Woven	SY	7,833	\$ 2.00	\$ 15,666.67
Subtotal Earthwork Items					\$ 575,133.59
ROADSIDE DEVELOPMENT ITEMS					
211-B001	Topsoil for Slope Treatment, Contractor Furnished	CY	2,500	\$ 15.00	\$ 37,500.00
907-225-A001	Grassing	ACRE	10	\$ 1,500.00	\$ 15,000.00
907-226-A001	Temporary Grassing	ACRE	10	\$ 1,200.00	\$ 12,000.00
907-227-A002	Hydroseeding, Temporary Grassing	ACRE	5	\$ 2,000.00	\$ 10,000.00
234-A001	Temporary Silt Fence	LF	3,550	\$ 3.75	\$ 13,312.50
907-234-D001	Inlet Siltation Guard	EA	28	\$ 750.00	\$ 21,000.00
235-A001	Temporary Erosion Checks	BALE	100	\$ 15.00	\$ 1,500.00
236-A004	Silt Basin, Type D	EA	3	\$ 2,400.00	\$ 7,200.00
907-237-A003	Wattles, 20"	LF	2,000	\$ 5.00	\$ 10,000.00
907-245-A001	Triangular Silt Dike	LF	400	\$ 11.00	\$ 4,400.00
907-247-A001	Temporary Stream Diversion	EA	1	\$ 4,000.00	\$ 4,000.00
Subtotal Roadside Development Items					\$ 135,912.50
SUBBASE & BASE ITEMS					
907-304-A005	Granular Material, LVM, Class 9, Group C	CY	5,189	\$ 10.00	\$ 51,886.67
305-B001	Size I Stabilizer Aggregate, Coarse	CY	60	\$ 75.00	\$ 4,500.00
907-307-C003	6" Soil-Lime-Water Mixing, Class C	SY	6,206	\$ 2.00	\$ 12,412.67
907-307-D001	Lime	TON	84	\$ 175.00	\$ 14,709.87
907-308-A001	Portland Cement	TON	363	\$ 150.00	\$ 54,474.54
907-308-B001	Soil-Cement-Water Mixing, Optional Mixers, Base	SY	20,750	\$ 1.75	\$ 36,312.31
907-308-B002	Soil-Cement-Water Mixing, Optional Mixers, Design Soil	SY	14,528	\$ 2.00	\$ 29,056.53
Subtotal Subbase & Base Items					\$ 203,352.58
ASPHALT ITEMS					
907-403-A011	Hot Mix Asphalt, ST, 12.5-mm mixture	TON	2,389	\$ 90.00	\$ 215,028.00
907-403-A012	Hot Mix Asphalt, ST, 19-mm mixture	TON	3,345	\$ 90.00	\$ 301,039.20
	OR				
907-403-M003	Warm Mix Asphalt, ST, 12.5-mm mixture	TON	2,389	\$ 90.00	\$ 215,028.00
907-403-M004	Warm Mix Asphalt, ST, 19-mm mixture	TON	3,345	\$ 90.00	\$ 301,039.20

907-407-A001	Asphalt for Tack Coat	GAL	1,303	\$ 2.15	\$ 2,801.67
408-A002	Asphalt for Prime Coat, Emulsified EA-1	GAL	6,081	\$ 2.75	\$ 16,723.44
Subtotal Asphalt Items					\$ 535,592.31
DRAINAGE ITEMS					
907-601-B003	Class "B" Structural Concrete, Minor Structures	CY	146	\$ 1,000.00	\$ 146,000.00
602-A001	Reinforcing Steel	LB	13,736	\$ 1.00	\$ 13,736.00
603-CA002	18" Reinforced Concrete Pipe, Class III	LF	1,829	\$ 40.00	\$ 73,160.00
603-CA003	24" Reinforced Concrete Pipe, Class III	LF	1,739	\$ 55.00	\$ 95,645.00
603-CA004	30" Reinforced Concrete Pipe, Class III	LF	634	\$ 65.00	\$ 41,210.00
603-CA005	36" Reinforced Concrete Pipe, Class III	LF	8	\$ 90.00	\$ 720.00
603-CB001	18" Reinforced Concrete End Section	EA	1	\$ 650.00	\$ 650.00
603-CB003	30" Reinforced Concrete End Section	EA	2	\$ 950.00	\$ 1,900.00
603-CB004	36" Reinforced Concrete End Section	EA	1	\$ 1,400.00	\$ 1,400.00
603-SB030	24" Branch Connection, Stub into Concrete Box Culvert Wingwall	EA	1	\$ 500.00	\$ 500.00
603-SB045	18" Branch Connection, Stub into Existing Inlet	EA	2	\$ 1,200.00	\$ 2,400.00
604-A001	Castings	LB	2,528	\$ 3.50	\$ 8,848.00
605-AA003	Geotextile for Subsurface Drainage, Type III	SY	4,129	\$ 5.00	\$ 20,642.72
605-W001	Filter Material for Combination Storm Drain and/or Underdrains, Type A, FM	CY	325	\$ 55.00	\$ 17,859.44
605-W002	Filter Material for Combination Storm Drain and/or Underdrains, Type B, FM	CY	1,460	\$ 40.00	\$ 58,416.66
608-B001	Concrete Sidewalk, With Reinforcement	SY	2,425	\$ 50.00	\$ 121,250.00

ESTIMATED CONSTRUCTION COSTS					
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
609-D008	Combination Concrete Curb and Gutter Type 3A	LF	8,688	\$ 40.00	\$ 347,520.00
Subtotal Drainage Items					\$ 951,857.81
INCIDENTAL CONSTRUCTION ITEMS					
907-617-A001	Right-of-Way Marker	EA	16	\$ 275.00	\$ 4,400.00
618-A001	Maintenance of Traffic	LS	1	\$ 5,000.00	\$ 5,000.00
620-A001	Mobilization	LS	1	\$ 300,000.00	\$ 300,000.00
907-699-A001	Roadway Construction Stakes	LS	100%	\$ 30,000.00	\$ 30,000.00
Subtotal Incidental Construction Items					\$ 339,400.00
PAVEMENT MARKING ITEMS					
907-626-C008	6" Thermoplastic Edge Stripe, Continuous White	LF	8,687	\$ 0.50	\$ 4,343.50
907-626-D003	6" Thermoplastic Traffic Stripe, Skip Yellow	MI	2	\$ 1,500.00	\$ 2,475.00
907-626-E003	6" Thermoplastic Traffic Stripe, Continuous Yellow	LF	8,687	\$ 0.50	\$ 4,343.50
907-626-H005	Thermoplastic Legend, White	SF	590	\$ 6.00	\$ 3,540.00
627-L001	Two-Way Yellow Reflective High Performance Raised Markers	EA	652	\$ 3.00	\$ 1,956.00
630-A001	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	SF	46	\$ 20.00	\$ 920.00
630-C004	Steel U-Section Posts, 3.0 to 3.5 lb/ft	LF	106	\$ 10.00	\$ 1,060.00
Subtotal Pavement Marking Items					\$ 18,638.00
BRIDGE AND SLOPE STABILIZATION ITEMS					
907-804-B001	Box Bridge Concrete, Class B	CY	573	\$ 400.00	\$ 229,200.00
805-A001	Reinforcement	LB	60,820	\$ 1.00	\$ 60,820.00
815-A004	Loose Riprap, Size 300	SY	2,150	\$ 55.00	\$ 118,250.00
815-E001	Geotextile Fabric under Riprap	SY	2,500	\$ 3.00	\$ 7,500.00
815-F002	Sediment Control Stone	TON	141	\$ 67.00	\$ 9,447.00
Subtotal Bridge and Slope Stabilization Items					\$ 425,217.00
NON-PARTICIPATING ITEMS:					
WATER ITEMS					
907-261-A005	18" Steel Casing	LF	70	\$ 85.00	\$ 5,950.00
907-265-A006	12" Dia. C900 Water Main	LF	4,475	\$ 25.00	\$ 111,875.00
907-265-C010	12" Dia. Valves	EA	3	\$ 1,750.00	\$ 5,250.00
907-265-F003	6" Fire Hydrant Assembly	EA	9	\$ 3,000.00	\$ 27,000.00
907-265-J004	Connection to Existing Waterline	EA	2	\$ 2,500.00	\$ 5,000.00
907-265-K006	Compact Ductile Iron Fittings	LB	4,475	\$ 1.50	\$ 6,712.50
Subtotal Water Items					\$ 161,787.50

RECAP OF ITEMS

Participating:

Subtotal Earthwork Items	\$ 575,133.59
Subtotal Roadside Development Items	\$ 135,912.50
Subtotal Subbase & Base Items	\$ 203,352.58
Subtotal Asphalt Items	\$ 535,592.31
Subtotal Drainage Items	\$ 951,857.81
Subtotal Incidental Construction Items	\$ 339,400.00
Subtotal Pavement Marking Items	\$ 18,638.00
Subtotal Bridge and Slope Stabilization Items	\$ 425,217.00

Total Participating \$ 3,185,103.80

Non-Participating:

Subtotal Water Items	\$ 161,787.50
Construction Contingency	\$ 167,344.57
Construction Engineering, Inspection and Testing	\$ 328,293.88

TOTAL ESTIMATE \$ 3,842,529.75

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

PASTE PROOF HERE

C19341
CITY OF CLINTON-LEGALS,
0200415558
Hampstead Boulevard Notice

ANN MIDDEKE

an authorized clerk of THE CLARION-LEDGER, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

8/31/2012

Size: 735 words / 1.00 col. x 163.00 lines
Published: 1 time(s)
Total: \$96.70

Signed *Ann Middleke*
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 8/31/2012.

Rick Tyler
Notary Public
RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru
Notary Public Underwriters

(SEAL)



NOTICE
Notice is hereby given that the Mayor and Board of Aldermen of the City of Clinton, Mississippi will meet in special session on September 18, 2012, at 7 p.m. in the Municipal Courtroom, 305 Monroe Street, in the City of Clinton, Mississippi to hear any objections or remonstrances that may be made to the following improvements, or any part thereof, which the Mayor and Board of Aldermen have found, determined and adjudicated to be necessary and in the public interest:
The laying out and construction of a public street generally described as follows:
A paved public road including all necessary right-of-way and related drainage and utility improvements. The roadway will be hard surfaced (asphalt) street and will be a portion of Hampstead Boulevard project. The actual location of the portion of Hampstead Boulevard included as part of this local improvement project is described more fully in Exhibit "B" attached to and made a part hereof and such description includes the terminal points of this project as laid out in the Benefited Area described in Exhibit "A". The local improvement project set out herein includes a temporary construction easement described in Exhibit "C" and a permanent easement described in Exhibit "D", all of which are attached hereto and made a part hereof.
The material to be used in this local improvement project an asphalt roadway and related drainage and utility improvements. The proposed materials are more fully described in Exhibit "E", attached hereto and made a part hereof.
The Benefited Area affected by the above improvements and against which property the cost of such improvements will be assessed is described as follows:
See Exhibit "A" attached

hereto.
The names and addresses of the owners of the property affected by the improvements aforesaid are as follows:
See Exhibit "B" attached hereto.
At said meeting, or at a time and place, to which same may be adjourned, any person aggrieved may appear in person, by attorney, or by petition and may object to, or protest against said improvements, or any part thereof; the Mayor and Board of Aldermen will consider the objections and protests, if any, and may confirm, amend, modify or rescind the Resolution of Necessity and shall determine whether said improvements shall be made and how the costs thereof shall be paid, which determination shall be final and conclusive.
However, if a majority of the property owners owning more than 50% of the property involved and actually occupying owned by them and included within that area determined to be benefited shall file a protest, then the improvements shall not be made.
The plans and specifications of the work constituting the improvements to be made are on file in the office of the City Clerk of the City of Clinton at the City Hall located in Clinton, Mississippi, and the office of the City Engineer of the City of Clinton, 300 Jefferson Street, Clinton, Mississippi.
BY ORDER OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, in a regular meeting assembled on this the 7th day of August, 2012.
/s/ Russell L. Wall,
City Clerk
CITY OF CLINTON,
MISSISSIPPI
Publish: August 31, 2012
SO RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, in regular meeting assembled on this the 7th day of August, 2012.
/s/ Rosemary G. Aultman,
Mayor
CITY OF CLINTON,
MISSISSIPPI
ATTEST:
/s/ Russell L. Wall, City Clerk
(SEAL)
August 31, 2012

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. - Print your name and address on the reverse so that we can return the card to you. - Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <u>Wesley Barton</u> ☐ Agent ☐ Addressee	
1. Article Addressed to: <u>HEDERMAN AERIAL ESTATE 133-HBL</u> <u>Post Office Box 6100</u> <u>Ridgeland, MS 39158</u>		B. Received by (Printed Name) <u>Wesley Barton</u> C. Date of Delivery <u>9-10-12</u>	
		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
		3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☒ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.	
2. Article Number (Transfer from service label)		4. Restricted Delivery? (Extra Fee) ☐ Yes	
		7007 0220 0004 3927 8678	

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

U.S. Postal Service	
CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$ Certified Fee Return Receipt Fee (Endorsement Required) Restricted Delivery Fee (Endorsement Required) Total Postage & Fees \$	Postmark Here
Sent To <u>HEDERMAN AERIAL ESTATE 133-HBL</u> Street, Apt. No., or PO Box No. <u>Post Office Box 6100</u> City, State, ZIP+4 <u>Ridgeland, MS 39158</u>	
PS Form 3800, August 2006 See Reverse for Instructions	

7007 0220 0004 3927 8678

Benford Plumbing & Southern Electrical Corp

**SECTION 00000
ADVERTISEMENT FOR
BIDS**

+ Notice is hereby given that sealed bids will be received for the project named below by the City of Clinton, 300 N. Jefferson Street, Clinton, Mississippi 39056, until 2:00PM, Thursday, July 26, 2012.

Location for Receipt of Bids:

Mr. Russell Wall, City Clerk
City of Clinton
300 N. Jefferson Street
Clinton, Mississippi 39056
P.O. Box 156
Clinton, Mississippi 39060

Plans and Specifications
Entitled:

Fire Station No. 2
911 Old Vicksburg Road
Clinton, Mississippi 39056

May be inspected at the office of the Architect named below, or may be obtained from the Architect's Document Distribution Agent as set out below:

a. Qualified Prime (General) Contractors, Subcontractors, and Material Suppliers may obtain one set of plans and specifications upon deposit of \$100.00 per set, which deposit will be refunded upon return of documents within 10 days after bid date. Contractors who do not submit a bid shall forfeit their deposit.

b. Qualified Prime (General) Contractors, Subcontractors, and Material Suppliers may obtain additional sets of plans and specifications upon payment of \$100.00 per set, non-refundable.

c. Partial Sets will not be issued.

d. Copies of plans and specifications will be placed in Mississippi plan rooms in major cities within the area, locally, and elsewhere as bona fide requests are received.

e. Make deposit check payable to the Architect named below.

Proposals shall be submitted in duplicate only upon the blank proposal forms provided with the specifications and must be accompanied by Proposal Security in the form of Certified Check or acceptable Bid Bond in the amount equal to at least five percent (5%) of the Base Bid; such security to be forfeited as liquidated damages, not penalty, by any bidder who fails to carry out the terms of the proposal, execute contract and post Performance Bond in the form and amount within the time specified. The Bid Bond, if used, shall be payable to the Owner.

Bids on the Project must be received on or before the period scheduled for the Project and no bid withdrawn after the scheduled closing time for the Project for a period of Sixty (60) days.

All bids submitted in excess of \$50,000.00 by a Prime or Subcontractor to do any erection, building, construction, repair, maintenance, or related work must comply with the Mississippi Contractors Act of 1985, by securing a Certificate of Responsibility from the State Board of Contractors. Each bid, exceeding \$5,000.00, must be accompanied by the Bidder's certified check or a bid bond, duly executed by the Bidder as principal and having surety thereon, a surety company approved by the Owner and signed by an agent, regularly commissioned and licensed to transact business in Mississippi, in the amount of five percent of the bid. All bid bonds must be

accompanied by the appropriate Power of Attorney designating the Mississippi Resident Agent.

The Owner reserves the right to reject any and all bids on any or all projects and to waive informalties.

OWNER:

City of Clinton
300 N. Jefferson Street
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PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

ANN MIDDEKE

an authorized clerk of THE CLARION-LEDGER, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

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Signed

Ann Middleke

Authorized Clerk of
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